

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 12

Date: March 3, 2010

Subject: Amendment No. 2 to Cooperative Agreement No. C07204 with Caltrans for Project Approval and Environmental Document (PA/ED) professional services for the Colton Crossing Grade Separation Project

Recommendation: * Approve Amendment No. 2 to Cooperative Agreement No. C07204 with Caltrans for PA/ED professional services for the Colton Crossing Grade Separation Project to extend the termination date of the agreement to June 30, 2011.

Background: This is an amendment to an existing agreement. In 1999, Caltrans, the Riverside County Transportation Commission (RCTC), the Burlington Northern Santa Fe Railroad (BNSF), the Union Pacific Railroad (UPRR), and SANBAG began work to prepare a Project Study Report to separate the BNSF line from the UPRR line at the Colton Crossing. In October 2006, approximately \$2.2 million from State's Interregional Transportation Improvement Program (ITIP) under the 2006 State Transportation Improvement Program (STIP) was allocated by the California Transportation Commission (CTC) for preliminary engineering and environmental studies for a grade separation at the Colton Crossing.

Based on discussions with the stakeholders, SANBAG agreed to serve as an independent party and lead the preliminary design and environmental studies for the Colton Crossing grade separation with Caltrans providing oversight responsibilities. On April 4, 2007, the SANBAG Board of Directors approved Cooperative Agreement No. C07204 with Caltrans which defined SANBAG's roles and responsibilities in providing professional services for the PA/ED phase.

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

As the administering agency of the ITIP funds that was allocated to the project, Caltrans also committed \$2.2 million to SANBAG under Cooperative Agreement No. C07204 to fund the professional services work for the PA/ED phase. According to statutory requirements of the ITIP program, all allocated funds must be used in three years from the date of CTC allocation; hence, any unused ITIP funds for the project would have expired in October 2009.

In September 2007, an additional ITIP allocation of \$1.5 million was allocated to the project. On July 2, 2008, the SANBAG Board of Directors approved amendment No. C07204-1 increasing the total funds available for the PA/ED phase to \$3,689,000. The action by the CTC to increase the ITIP allocation extended the deadline in which funds have to be utilized for an additional three years, extending the funding deadline to September 2010.

Due to several factors, the planned PA/ED completion date has been extended to December 2010, which is beyond the September 2010 funding expiration date. As such, Caltrans has agreed to request a time extension through the CTC for the allocated ITIP funds. The ITIP program allows a one-time ten-month time extension that would extend the funding expiration date from September 2010 to June 2011.

SANBAG staff is recommending approval of cooperative agreement C07204-2 to allow Caltrans to request a ten month funding deadline extension from the CTC.

Financial Impact: This item is consistent with the FY 2009/2010 budget.

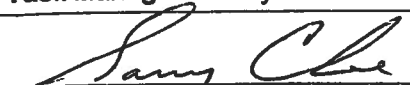
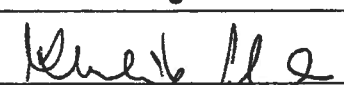

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 11, 2010. SANBAG Counsel has reviewed and approved the amendment as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C07204-2
by and between
San Bernardino County Transportation Authority
and
State of California Department of Transportation
for Colton Crossing Grade Separation PA/ED

FOR ACCOUNTING PURPOSES ONLY						
<input type="checkbox"/> Payable	Vendor Contract <u>75A0262 A2</u>			Retention:		<input type="checkbox"/> Original
<input checked="" type="checkbox"/> Receivable	Vendor ID <u>CDHQAO</u>			<input checked="" type="checkbox"/> Yes <u>10</u> % <input type="checkbox"/> No		<input checked="" type="checkbox"/> Amendment
Notes: Time extension only						
Original Contract:		\$ <u>2,189,000</u>		Previous Amendments		\$ <u>1,500,000</u>
				Previous Amendments		\$ <u>0</u>
				Contingency / Allowance Total:		
Contingency / Allowance Amount		\$ <u>0</u>		Current Amendment:		\$ <u>0</u>
				Current Amendment Contingency / Allowance:		\$ <u>0</u>
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►						\$ <u>3,689,000</u>
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
Main Task/Project	Level 1	Level 2	Cost Code/Object	Grant ID/Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>0879</u>	<u>610</u>	<u>000</u>	<u>52005</u>	<u>21301</u>	<u>IIP</u>	\$ <u> </u>
						\$ <u> </u>
Original Board Approved Contract Date:				<u>4/04/07</u>	Contract Start <u>5/04/07</u>	Contract End: <u>9/05/10</u>
New Amend. Approval (Board) Date:				<u>3/03/10</u>	Amend. Start: <u>4/12/10</u>	Amend. End: <u>6/30/11</u>
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: <u>09/10</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>0</u>
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>8791</u> (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State/Local Funds

Task Manager: Garry Cohoe	Contract Manager: Khalil Saba
 Task Manager Signature	 Contract Manager Signature
Date <u>2/4/10</u>	Date <u>2-4-2010</u>
 Chief Financial Officer Signature	Date <u>2/16/10</u>

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
Intercity Rail Passenger Facility Contract

CONTRACTOR: San Bernardino Associated Governments

EFFECTIVE DATE OF AGREEMENT: September 5, 2007

TERMINATION DATE OF AGREEMENT: June 30, 2011

DATE OF FUNDING ALLOCATION: October 11, 2009, September 5, 2007

CTC RESOLUTION NO: MFP-06-09, MFP-07-04

TITLE OF PROJECT: Colton Crossing Railroad Grade Separation Project

FISCAL YEAR(S) PROGRAMMED: 06/07

FUNDS AUTHORIZED FOR EXPENDITURE: \$2,189,000, \$1,500,000

FUND SOURCE AUTHORIZATIONS: 2006 STIP, 2006 ITIP Augmentation

SOURCE	CHARGE	EXP AUTH	SPECIAL DESIGNATION	OBJEC T	AMOUNT	DE	FY	ENCUMBRANCE
DIST UNIT	DIST UNIT	GEN LED SUB ACCT WORK ORDER NO.	SUB JOB NO. RW PARCEL NO. LOCATION BRIDGE NO.			CR		DOCUMENT NUMBER
75 807	75 807	R974TA		7049	0		2006/07	LCR974TA
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				Patricia Harmon 7/29/09				
ITEM 2660-302- 0046	CHAPTER 47/48	STATUTES 2006	FISCAL YEAR 2006/07					
SOURCE	CHARGE	EXP AUTH	SPECIAL DESIGNATION	OBJEC T	AMOUNT	DE	FY	ENCUMBRANCE
DIST UNIT	DIST UNIT	GEN LED SUB ACCT WORK ORDER NO.	SUB JOB NO. RW PARCEL NO. LOCATION BRIDGE NO.		Time only	CR		DOCUMENT NUMBER
75 807	75 807	R974BA		7049	0		2006/07	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.				Patricia Harmon 7/29/09				

AMOUNT ENCUMBERED BY THIS DOCUMENT	\$ Time Only
PRIOR AMOUNT ENCUMBERED	\$ 3,689,000
TOTAL AMOUNT ENCUMBERED	\$ 3,689,000

The parties hereto mutually agree to amend Intercity Rail Passenger Facility Agreement No. 75A0262 A1 executed on September 5, 2007 as follows:

- 1.) This amendment is necessary to extend the termination date for ten months for PA/ED services on the Colton Crossing Railroad Grade Separation Project.
- 2.) The termination date of this contract is amended to June 30, 2011.

All other terms and conditions of the original contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Intercity Rail Agreement by duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

By: _____
William D. Bronte
Chief, Division of Rail

By: _____
Paul M. Eaton
President, Board of Directors

Date: _____

Date: _____

Approved as to form:

By: _____
Jean-Rene Basle
AUTHORITY's Counsel

Date: _____

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 13

Date: March 3, 2010

Subject: Amendment No. 1 to Contract No. C07024 with Harris & Associates to provide Construction Management Services on State Street/University Parkway Grade Separation Construction Project

Recommendation:* Approve Amendment No. 1 to Contract C07024 with Harris & Associates, extending the completion date to June 30, 2010 with no increase to contract amount. **This is a time extension amendment to an existing contract only.**

Background: In December, 2006 the Board authorized the award of the construction management services contract to Harris & Associates for the State Street/University Parkway Grade Separation Project. Construction was completed in March 2009, and final project acceptance was received in July 2009.

The project team is currently completing the as-built files. This effort is expected to be finished within 90 days. Once complete, the as-builts will be submitted by Harris & Associates to the County of San Bernardino and the city of San Bernardino. The remaining work can be completed with no additional budget required.

Financial Impact: This item imposes no financial impact to the current fiscal budget.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 11, 2010. SANBAG Legal Counsel has reviewed and approved the amendment as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

*

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:




Witnessed: _____

SANBAG Contract No. **C07024-01**
by and between
San Bernardino County Transportation Authority
and
Harris & Associates
For

Construction Management Services for State Street/University Parkway Grade Separation

FOR ACCOUNTING PURPOSES ONLY							
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment				
Notes:							
Original Contract: \$ <u>3,400,000</u> Contingency / Allowance Amount \$ <u>340,000</u>		Previous Amendments \$ <u>0</u> Previous Amendments \$ <u>0</u> Contingency / Allowance Total: Current Amendment: \$ <u>0</u> Current Amendment Contingency / Allowance: \$ <u>0</u>					
Contract TOTAL ►							\$ <u>3,740,000</u>
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt	
Original Board Approved Contract Date:				12/6/06	Contract Start:	Contract End: 12/6/09	
New Amend. Approval (Board) Date:				3/3/10	Amend. Start:	Amend. End: 6/30/10	
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation.							
Approved Budget Authority ►		Fiscal Year: _____ \$ _____		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ _____	
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. _____ (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.							

CONTRACT MANAGEMENT	
Check all applicable boxes: <input type="checkbox"/> Intergovernmental <input checked="" type="checkbox"/> Private <input type="checkbox"/> Federal Funds <input type="checkbox"/> State/Local Funds <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Underutilized DBE (UDBE)	

Task Manager: Garry Cohoe		Contract Manager: Sagar Pandey	
 Task Manager Signature	Date 2/2/10	 Contract Manager Signature	Date 2/1/10
 Chief Financial Officer Signature	Date 2/3/10		

AMENDMENT NO. 1
AGREEMENT BY AND BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
HARRIS & ASSOCIATES
FOR
CONSTRUCTION MANAGEMENT, MATERIALS TESTING, AND CONSTRUCTION
SURVEYING SERVICES
FOR
STATE STREET/UNIVERSITY PARKWAY GRADE SEPARATION PROJECT

This AMENDMENT No 1 to CONTRACT No. C07024 entered into this 3rd day of March 2010 by the firm of Harris & Associates (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH,

WHEREAS, SANBAG, under SANBAG Contract C07024, has engaged the services of CONSULTANT to provide construction management services for State Street/University Parkway Grade Separation Project and,

WHEREAS, completion of as-built files have been delayed for various reasons; the parties hereto desire to amend the aforesaid contract to extend the completion date; and,

NOW THEREFORE, the parties hereto do mutually agree to amend Contract C07024, as follows:

1. Article 2, sub-paragraph 2.1 shall be replaced by the following; The Period of Performance by CONSULTANT under this contract shall commence on December 6, 2006 and continue to June 30, 2010, or until otherwise terminated or cancelled as hereinafter directed, or unless extended by direction of SANBAG.
2. Except as amended by this Amendment, all other provisions of Contract C07024 remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

San Bernardino County
Transportation Authority

HARRIS & ASSOCIATES

By: _____
Paul M. Eaton, President
SANBAG Board of Directors

By: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Jean Rene Basle
SANBAG Counsel

Date: _____

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 14

Date: March 3, 2010

Subject: Right of Way Cooperative Agreements with the County of San Bernardino and the City of Fontana for the Interstate-10 (I-10)/Cherry Avenue and Interstate-10/Citrus Avenue Interchange Projects.

- Recommendation:** *
1. Approve Right of Way Cooperative Agreement C10191 with the City of Fontana and the County of San Bernardino for the I-10/Cherry Avenue Interchange Right of Way Capital and Support costs for a contribution amount not to exceed \$3,646,000.
 2. Approve Right of Way Cooperative Agreement C10192 with the City of Fontana and the County of San Bernardino for the I-10/Citrus Avenue Interchange Right of Way Capital and Support costs for a contribution amount not to exceed \$2,019,000.

Background: **These are new cooperative agreements.** The engineering design team, managed by SANBAG, has made steady progress and finalized the preliminary design plans and right of way requirements for the project and the County and City are now ready to complete the right-of-way work required for the Cherry and Citrus interchange projects, respectively. These cooperative agreements define the parties' roles and responsibilities, and the funding share obligations for the right-of-way work. The attached agreements are currently being reviewed by the other agencies. If there are any substantial revisions to the agreements, a revised version will be provided at the Board meeting.

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

In May 2008, SANBAG entered into design cooperative agreements C08053 and C08055 with the County and City respectively to provide the required project funding for the Citrus Avenue and Cherry Avenue Interchange projects final engineering phase. These agreements define the funding share, responsibilities and stipulations related to the final design phase for both interchanges. The City and the County funded more than their fair share of the PA/ED and design phase of these projects. These design agreements state that a separate agreement that defines the amount each party must fund, so each party is paying their share of the project costs, will be entered into. These right-of-way agreements will also serve this purpose, as the amount payable by each party has been calculated so each party has paid their fair share through the right-of-way phase. Any outstanding balances will be addressed in the future construction cooperative agreement.

Recommendation 1 I-10/Cherry:

The total estimated cost for the I-10/Cherry Interchange project right-of-way work is \$9,503,000. Based on the SANBAG Nexus Study SANBAG's share is 64.6% of the project which equates to \$6,139,000. It is recommended that SANBAG contribute an additional \$1,415,000 as reimbursement to the County for a portion of its share of the PA/ED and design phase. The total SANBAG contribution is \$7,554,000 with \$3,908,000 State Transportation Improvement Program (STIP) funds and \$3,646,000 Measure I funds. Reimbursement of prior phases will be in accordance with the SANBAG Measure I 2010-2040 Strategic Plan policies. The project funding plan is shown by Attachment "A" and the attached Cooperative Agreement No. C10191.

Recommendation 2 I-10/Citrus:

The total estimated cost for the I-10/Citrus Interchange project right-of-way work is \$5,257,000. Based on the SANBAG Nexus Study SANBAG's share is 61.6% of the project which equates to \$3,238,000. It is recommended that SANBAG contribute an additional \$2,019,000 as reimbursement to the County and City for a portion of its share of the PA/ED and design phase. The total SANBAG contribution is \$5,257,000 with \$3,238,000 STIP funds and \$2,019,000 Measure I funds. Reimbursement of prior phases will be in accordance with the SANBAG Measure I 2010-2040 Strategic Plan policies. The project funding plan is shown by Attachment "B" and the attached Cooperative Agreement No. C10192.

Financial Impact: The recommendation is consistent with the fiscal year 2009/2010 budget. The funding for these agreements is Measure I Major Projects, Task No. 82610000.

Board Agenda Item
March 3, 2010
Page 3

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 11, 2010. SANBAG Counsel has reviewed and approved the agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

ATTACHMENT A - C10191

CHERRY INTERCHANGE COSTS AND FUNDING (Rounded to thousands)

Date: 07/06/2009
Date modified: 01/27/2010; 9 am

CHERRY
Public Share =
Development Share =
County =
City =

64.6% of Project
35.4% of Project
64.0% of Development =
22.7% of Project
12.7% of Project
36.0% of Development =

PHASE	COST	IMD (Fed)	NET COST	FY	COUNTY			CITY		Public Funds			Comments		
					NEXUS 22.7%	CO-OP contribution	COUNTY CREDIT	NEXUS contribution	CO-OP contribution	CITY CREDIT	MEASURE CO-OP contribution	STIP (State)		TCIF (State)	CREDIT
PA / ED	\$781		\$781	07/08	\$1,177	\$781	\$604	\$0		(\$99)	\$0				PA/ED phase by County
PS&E	\$5,065		\$5,065	07/08	\$1,150	\$3,242	\$2,092	\$0		(\$643)	\$1,823				Coop. Agreement C08055
R/W	\$9,503		\$9,503	08/09	\$1,157	\$0	(\$2,157)	\$1,949		\$742	\$3,646	\$3,908			STIP credit to Measure
CONSTRUCTION	\$61,546	\$988	\$60,558	10/11	\$1,177	\$13,208	(\$539)	\$7,691		\$0	\$8,886		\$30,773		TCIF credit to Measure
TOTAL	\$76,895	\$988	\$75,907		\$1,177	\$17,231	\$0	\$9,640		\$0	\$14,355	\$3,908	\$30,773		\$0

1. STIP and TCIF directly reduce Measure as they are both Public funds in accordance with SANBAG Policy 40001.
2. PS&E costs are actual consultant contract costs; R/W, and Construction costs are from 2008 Draft RTP.
3. PS&E Co-op contribution funds in italics from the County and City are actual cooperative agreement cost shares within SANBAG Contracts C08055 and C08053 for Cherry and Citrus IC respectively.
4. IMD (Fed) funds represent Federal Interstate Maintenance Discretionary funds allocated to the project and will benefit each party per Policy 40001 in accordance to nexus and development share (\$238k and 738k, for a total of 988k has been allocated to Cherry IC project).
5. PA / ED costs are calculated using actual consultant contract amount and allocated to each party by the funding nexus share.

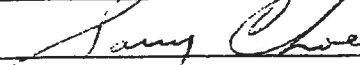


SANBAG Contract No. C10191
by and between
San Bernardino County Transportation Authority
and
COUNTY OF SAN BERNARDINO AND CITY OF FONTANA
for

ROW Cooperative Agreement with County of San Bernardino and City of Fontana to
complete ROW work for I-10/Cherry Interchange

FOR ACCOUNTING PURPOSES ONLY							
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment				
Notes: This is a new contract.							
Original Contract: \$ 3,646,000 Contingency / Allowance Amount \$ 0		Previous Amendments \$ _____ Previous Amendments \$ _____ Contingency / Allowance Total: Current Amendment: \$ 0 Current Amendment Contingency / Allowance: \$ 0					
Contingency Amount requires specific authorization by Task Manager prior to release.							
Contract TOTAL ►							\$ 3,646,000
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment							
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt	
826	640	640	5580/53750	99042	MSI Valley-Fwy Interchange	\$ 3,646,000	
Original Board Approved Contract Date:				3/3/10	Contract Start: 3/3/10		Contract End:
New Amend. Approval (Board) Date:					Amend. Start:		Amend. End:
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .							
Approved Budget Authority ►		Fiscal Year: 09/10 \$ 0		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ 3,646,000	
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.							

CONTRACT MANAGEMENT	
Check all applicable boxes: <input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Federal Funds <input type="checkbox"/> State/Local Funds <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Underutilized DBE (UDBE)	

Task Manager: Garry Cohoe	Contract Manager: Chad Costello
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 Task Manager Signature Date 2/4/10	 Contract Manager Signature Date 2/4/10
 Chief Financial Officer Signature Date 2/14/10	

RIGHT-OF-WAY COOPERATIVE AGREEMENT NO. C10191

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF FONTANA

AND

COUNTY OF SAN BERNARDINO

FOR

Interchange Reconstruction at I-10 Cherry Avenue in the City of Fontana

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the County of San Bernardino (hereinafter referred to as "COUNTY") and the City of Fontana (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identify freeway interchange, major street, and rail-highway grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, SANBAG, COUNTY and CITY (the "Parties") intend to improve the Interstate 10 and Cherry Avenue Interchange, which includes the widening of Cherry Avenue to six lanes from Slover Avenue north to Valley Boulevard, and the reconstruction of the existing bridge over I-10 ("PROJECT"); and

WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and is included in the SANBAG Nexus Study and will be carried out in accordance with the policies of the Measure I 2010-2040 Strategic Plan; and

WHEREAS, the Parties desire to proceed with Right-of-Way capital and support activities for the Project which is described within Caltrans District Agreement No. 8-1411 and attached to this Agreement as Attachment B, hereinafter referred to as "ROW Work"; and

WHEREAS, this Right-of-Way Cooperative Agreement ("Agreement") is intended to delineate the duties, and funding responsibilities of the Parties for the PROJECT ROW Work; and

WHEREAS, COUNTY wishes to be the lead agency to complete the ROW Work for the PROJECT; and

WHEREAS, the COUNTY advanced the Measure I public share portion of the funding for the Preliminary Engineering and Environmental Document ("PA/ED") and Plans, Specifications and Estimates ("PS&E") phases of the Project ("Advanced Funds") with the intent of requesting reimbursement from SANBAG in accordance with the advanced expenditure reimbursement policy in the Measure I 2010-2040 Strategic Plan. (Policy 40002); and

WHEREAS, SANBAG intends to reimburse the COUNTY a portion of the Advanced Funds through this Agreement and the remainder of the Advanced Funds through the cooperative agreement for the construction phase of the PROJECT.

NOW, THEREFORE, the Parties agree to the following:

SECTION I

SANBAG RESPONSIBILITIES:

1. In accordance with the Measure I 2010-2040 Strategic Plan ("Strategic Plan"), to be responsible for 64.6% of the total eligible PROJECT ROW Work expenses that are incurred by COUNTY for an amount not to exceed \$6,139,000.
2. To reimburse COUNTY within 30 days after COUNTY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual eligible PROJECT ROW Work expenditures that were incurred by COUNTY, consistent with the invoicing requirements of the Strategic Plan, including back up information.
3. To rely to the maximum extent possible on any prior audit of COUNTY, performed pursuant to the provisions of State and Federal laws, when conducting an audit of the costs claimed under the provisions of this Agreement. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

SECTION II

COUNTY RESPONSIBILITIES:

1. To be the lead agency for this PROJECT and to undertake and complete the ROW Work for PROJECT.
2. To abide by all SANBAG, State and Federal laws, regulations, policies, and procedures pertaining to the PROJECT, including policies pertaining to the PROJECT contained in the Strategic Plan.
3. To prepare and submit to SANBAG and/or CITY an original and two copies of signed invoices for reimbursement of eligible PROJECT ROW Work expenses. Invoices shall be submitted to SANBAG and/or CITY monthly.
4. In accordance with the Strategic Plan, to be responsible for 22.7% share of the total eligible PROJECT ROW Work expenses incurred in an amount not to exceed \$2,157,000.
5. To maintain all source documents, books and records connected with COUNTY's performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by COUNTY upon request.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support COUNTY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT ROW Work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by COUNTY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT ROW Work costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 120 days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific ROW Work activities.
8. To cooperate in having a PROJECT-specific audit completed by SANBAG, at SANBAG's option, upon completion of the PROJECT ROW Work. The audit

must state that all funds expended on the PROJECT were used in conformance with this Agreement.

9. To repay to SANBAG any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within ninety (90) days of COUNTY receiving notice of audit findings, which time shall include an opportunity for COUNTY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and COUNTY fail to reimburse moneys due SANBAG within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, the SANBAG Board reserves the right to withhold future payments due COUNTY from any source under SANBAG's control.
10. To include SANBAG and CITY in Project Development Team (PDT) meetings, if and when such meetings are held, and related communications on PROJECT progress and to provide at least quarterly schedule updates to SANBAG.
11. To be the lead agency responsible for administration of the STIP funds on the project and will apply for fund reimbursements accordingly. COUNTY shall keep SANBAG updated on the status of STIP fund expenditures and reimbursements on a monthly basis. STIP funds and any required matching funds must be expended to pay PROJECT ROW Work costs prior to other funding sources, such as SANBAG Measure I funds.

SECTION III

CITY RESPONSIBILITIES:

1. In accordance with the Strategic Plan, to be responsible for 12.7% share of the total eligible PROJECT ROW Work expenses for the PROJECT in an amount not to exceed \$1,207,000.
2. To reimburse COUNTY within 30 days after COUNTY submits to CITY an original and two copies of the signed invoices, including back up information, in the proper form covering those actual eligible PROJECT ROW Work expenditures that were incurred by COUNTY.

SECTION IV

ADVANCED FUNDS REIMBURSEMENT:

1. COUNTY has advanced approximately \$505,000 of the Measure I public share portion of the funding for the PA/ED phase of the PROJECT and approximately \$1,449,000 of the Measure I public share portion of the funding for the PS&E phase of the PROJECT (see Attachment "A" County Credit). SANBAG shall reimburse COUNTY for a portion of these Advanced Funds by

funding COUNTY's 22.7% share of the PROJECT ROW Work costs in this Agreement in an amount not to exceed \$2,157,000.

2. COUNTY has advanced approximately \$99,000 of the CITY share portion of the funding for the PA/ED phase of the PROJECT and approximately \$643,000 of the CITY share portion of the funding for the PS&E phase of the PROJECT (see Attachment "A" County Credit). CITY shall reimburse COUNTY for these Advanced Funds that represent CITY's 12.7% share of the PA/ED phase and PS&E phase costs in this Agreement in an amount not to exceed \$742,000.
3. The final amounts of Advanced Funds for the COUNTY shall be determined through a SANBAG audit of PA/ED and PS&E costs. Any costs incurred prior to April 5, 2006 will be disallowed and not eligible for reimbursement by SANBAG in accordance with the Strategic Plan policies.
4. Any reimbursement for any remaining portion of Advanced Funds due to COUNTY shall be determined and paid for by SANBAG through the cooperative agreement for the construction phase of the PROJECT.

SECTION V

IT IS MUTUALLY AGREED:

1. If a federal appropriation or earmark is used for PROJECT ROW Work costs, application of those funds shall be consistent with SANBAG Policy 40001/VS-30.
2. The PROJECT ROW Work costs have been determined to be \$9,503,000 (see attachment "A").
3. Eligible PROJECT ROW Work reimbursements shall include only those costs incurred by COUNTY for PROJECT ROW Work activities that are described in this Agreement and Attachment B and shall not include escalation or interest.
4. STIP funds and any required matching funds must be expended to pay PROJECT ROW Work costs prior to other funding sources, such as SANBAG Measure I funds.
5. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY and COUNTY under or in connection with any work, authority or jurisdiction delegated to CITY and COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY and COUNTY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or

actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY and COUNTY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. CITY and COUNTY indemnification obligation applies to SANBAG's "passive" negligence but does not apply to SANBAG's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. CITY and COUNTY and SANBAG are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

6. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by SANBAG.
7. This Agreement will be considered terminated on December 31, 2012. The Agreement may also be terminated by SANBAG, in its sole discretion, in the event the PROJECT ROW Work has not been initiated by CITY within twelve (12) months of the date of execution of this Agreement.
8. That SANBAG, at SANBAG's option and in coordination with the CITY and COUNTY, may assign additional resources to the PROJECT ROW Work to facilitate its timely completion.
9. A separate agreement will be required between the Parties to define responsibilities and funding share for the construction phase of the PROJECT.

SIGNATURES ON FOLLOWING PAGE:

**San Bernardino County
Transportation Authority**

By: _____
Paul M. Eaton, President
SANBAG Board of Directors

Date: _____

City of Fontana

By: _____
Mark Nuaimi, Mayor
City of Fontana

Date: _____

San Bernardino County Board of Supervisors

By: _____
Gary C. Ovitt
Chairman

Date: _____

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
Jean-Rene Basle
SANBAG County Counsel

Date: _____

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
City Attorney

Date: _____

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
Scott Runyan
County Counsel

Date: _____

ATTACHMENT A - C10192

CITRUS INTERCHANGE COSTS AND FUNDING (Rounded to thousands)

CITRUS

Public Share =

Development Share =

County =

City =

61.6% of Project

38.4% of Project

0.6% of Development =

99.4% of Development =

0.2% of Project

38.2% of Project

Date: 07/06/2009

Date modified: 01/27/2010, 9 am

PHASE	COST	IMD (Fed)	NET COST	FY	COUNTY		CITY		PUBLIC FUNDS				Comments
					CO-OP contribution	COUNTY CREDIT	CO-OP contribution	CITY CREDIT	MEASURE CO-OP contribution	STIP (State)	TCIF (State)	CREDIT	
PA / ED	\$1,138		\$1,138	07/08	\$0	(\$2)	\$1,138	\$703	\$0			(\$703)	PA/ED phase by City
PS&E	\$3,935		\$3,935	07/08	\$39	\$31	\$3,896	\$2,393	\$0			(\$2,424)	Coop. Agreement C08053
R/W	\$5,257		\$5,257	08/09	\$0	(\$11)	\$0	(\$2,008)	\$2,019	\$3,238		\$2,019	STIP credit to Measure
CONSTRUCTION	\$47,200	\$238	\$46,962	10/11	\$76	(\$18)	\$16,851	(\$1,088)	\$6,435		\$23,600	\$1,106	TCIF credit to Measure
TOTAL	\$57,530	\$238	\$57,292		\$115	\$0	\$21,885	(\$0)	\$8,454	\$3,238	\$23,600	\$0	

1. STIP and TCIF directly reduce Measure as they are both Public funds in accordance with SANBAG Policy 40001.

2. PS&E costs are actual consultant contract costs; R/W, and Construction costs are from 2008 Draft RTP

3. PS&E Co-op contribution funds in *italics* from the County and City are actual cooperative agreement cost shares within SANBAG Contracts C08055 and C08053 for Cherry and Citrus IC respectively.

4. IMD (Fed) funds represent Federal Interstate Maintenance Discretionary funds allocated to the project and will benefit each party per Policy 40001 in accordance to nexus and development share (a total of 238k has been allocated to Citrus IC project).

5. PA / ED costs are calculated using actual consultant contract amount and allocated to each party by the funding nexus share.

SANBAG Contract No. C10192
by and between
San Bernardino County Transportation Authority
and
COUNTY OF SAN BERNARDINO AND CITY OF FONTANA
for

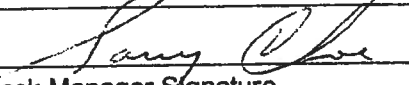
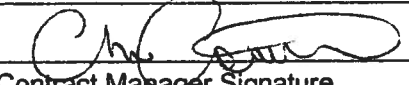

ROW Cooperative Agreement with County of San Bernardino and City of Fontana to complete ROW work for I-10/Citrus Interchange

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable	Vendor Contract # _____		Retention:		<input checked="" type="checkbox"/> Original	
<input type="checkbox"/> Receivable	Vendor ID _____		<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No		<input type="checkbox"/> Amendment	
Notes: This is a new contract.						
Original Contract:		\$ 2,019,000	Previous Amendments		\$ _____	
			Previous Amendments		\$ _____	
			Contingency / Allowance Total:			
Contingency / Allowance Amount		\$ 0	Current Amendment:		\$ 0	
			Current Amendment Contingency / Allowance:		\$ 0	
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►					\$ 2,019,000	
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
826	640	640	5580/53750	99042	MSI Valley-Fwy Interchange	\$ 2,019,000
Original Board Approved Contract Date:				3/3/10	Contract Start: 3/3/10	Contract End:
New Amend. Approval (Board) Date:					Amend. Start:	Amend. End:
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: 09/10		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ 2,019,000
		\$ 0				
<input type="checkbox"/> Budget authority for this contract currently exists in Task No.						
<input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT

Check all applicable boxes:

- ☒ Intergovernmental
 ☐ Private
 ☐ Federal Funds
 ☐ State/Local Funds
☐ Disadvantaged Business Enterprise (DBE)
☐ Underutilized DBE (UDBE)

Task Manager: Garry Cohoe		Contract Manager: Chad Costello	
 Task Manager Signature	2/4/10 Date	 Contract Manager Signature	2/4/10 Date
 Chief Financial Officer Signature	2/19/10 Date		

RIGHT-OF-WAY COOPERATIVE AGREEMENT NO. C10192

BETWEEN

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

CITY OF FONTANA

AND

COUNTY OF SAN BERNARDINO

FOR

Interchange Reconstruction at I-10 Citrus Avenue in the City of Fontana

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the County of San Bernardino (hereinafter referred to as "COUNTY") and the City of Fontana (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identify freeway interchange, major street, and rail-highway grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, SANBAG, COUNTY and CITY (the "Parties") intend to improve the Interstate 10 and Citrus Avenue Interchange, which includes the widening of Citrus Avenue to six lanes from Slover Avenue north to Valley Boulevard, and the reconstruction of the existing bridge over I-10 ("PROJECT"); and

WHEREAS, the PROJECT is identified in the Measure I 2010-2040 Expenditure Plan and is included in the SANBAG Nexus Study and will be carried out in accordance with the policies of the Measure I 2010-2040 Strategic Plan; and

WHEREAS, the Parties desire to proceed with Right-of-Way capital and support activities for the Project which is described within Caltrans District Agreement No. 8-1206 and attached to this Agreement as Attachment B, hereinafter referred to as "ROW Work"; and

WHEREAS, this Right-of-Way Cooperative Agreement ("Agreement") is intended to delineate the duties, and funding responsibilities of the Parties for the PROJECT ROW Work; and

WHEREAS, CITY wishes to be the lead agency to complete the ROW Work for the PROJECT; and

WHEREAS, the CITY and COUNTY advanced the Measure I public share portion of the funding for the Preliminary Engineering and Environmental Document ("PA/ED") and Plans, Specifications and Estimates ("PS&E") phases of the Project ("Advanced Funds") with the intent of requesting reimbursement from SANBAG in accordance with the advanced expenditure reimbursement policy in the Measure I 2010-2040 Strategic Plan. (Policy 40002); and

WHEREAS, SANBAG intends to reimburse the CITY and COUNTY a portion of the Advanced Funds through this Agreement and the remainder of the Advanced Funds through the cooperative agreement for the construction phase of the PROJECT.

NOW, THEREFORE, the Parties agree to the following:

SECTION I

SANBAG RESPONSIBILITIES:

1. In accordance with the Measure I 2010-2040 Strategic Plan ("Strategic Plan"), to be responsible for 61.6% of the total eligible PROJECT ROW Work expenses that are incurred by CITY for an amount not to exceed \$3,238,000.
2. To reimburse CITY within 30 days after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual eligible PROJECT ROW Work expenditures that were incurred by CITY, consistent with the invoicing requirements of the Strategic Plan, including back up information.
3. To rely to the maximum extent possible on any prior audit of CITY, performed pursuant to the provisions of State and Federal laws, when conducting an audit of the costs claimed under the provisions of this Agreement. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

SECTION II

CITY RESPONSIBILITIES:

1. To be the lead agency for this PROJECT and to undertake and complete the ROW Work for PROJECT.
2. To abide by all SANBAG, State and Federal laws, regulations, policies, and procedures pertaining to the PROJECT, including policies pertaining to the PROJECT contained in the Strategic Plan.
3. To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of eligible PROJECT ROW Work expenses. Invoices shall be submitted to SANBAG monthly.
4. In accordance with the Strategic Plan, to be responsible for 38.2% share of the total eligible PROJECT ROW Work expenses incurred by CITY in an amount not to exceed \$2,008,000.
5. To maintain all source documents, books and records connected with CITY's performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY's request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT ROW Work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT ROW Work costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 120 days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific ROW Work activities.
8. To cooperate in having a PROJECT-specific audit completed by SANBAG, at SANBAG's option, upon completion of the PROJECT ROW Work. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

9. To repay to SANBAG any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within ninety (90) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and CITY fail to reimburse moneys due SANBAG within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, the SANBAG Board reserves the right to withhold future payments due CITY from any source under SANBAG's control.
10. To include SANBAG in Project Development Team (PDT) meetings, if and when such meetings are held, and related communications on PROJECT progress and to provide at least quarterly schedule updates to SANBAG.
11. To be the lead agency responsible for administration of the STIP funds on the project and will apply for fund reimbursements accordingly. CITY shall keep SANBAG updated on the status of STIP fund expenditures and reimbursements on a monthly basis. STIP funds and any required matching funds must be expended to pay PROJECT ROW Work costs prior to other funding sources, such as SANBAG Measure I funds.

SECTION III

COUNTY RESPONSIBILITIES:

1. In accordance with the Strategic Plan, to be responsible for 0.2% share of the total eligible PROJECT ROW Work expenses for the PROJECT in an amount not to exceed \$11,000.

SECTION IV

ADVANCED FUNDS REIMBURSEMENT:

1. CITY has advanced approximately \$703,000 of the Measure I public share portion of the funding for the PA/ED phase of the PROJECT and approximately \$2,393,000 of the Measure I public share portion of the funding for the PS&E phase of the PROJECT (see Attachment "A" City Credit). SANBAG shall reimburse CITY for a portion of these Advanced Funds by funding CITY's 38.2% share of the PROJECT ROW Work costs in this Agreement in an amount not to exceed \$2,008,000.
2. COUNTY has advanced approximately \$31,000 of the Measure I public share portion of the funding for the PS&E phase of the PROJECT (see Attachment "A" County Credit). SANBAG shall reimburse COUNTY for a portion of

these Advanced Funds by funding COUNTY's share of the PROJECT ROW Work costs in this Agreement in an amount not to exceed \$11,000.

3. The final amounts of Advanced Funds for both CITY and COUNTY shall be determined through a SANBAG audit of PA/ED and PS&E costs. Any costs incurred prior to April 5, 2006 will be disallowed and not eligible for reimbursement by SANBAG in accordance with the Strategic Plan policies.
4. Any reimbursement for any remaining portion of Advanced Funds due to CITY and COUNTY shall be determined and paid for by SANBAG through the cooperative agreement for the construction phase of the PROJECT.

SECTION V

IT IS MUTUALLY AGREED:

1. If a federal appropriation or earmark is used for PROJECT ROW Work costs, application of those funds shall be consistent with SANBAG Policy 40001/VS-30.
2. The PROJECT ROW Work costs have been determined to be \$5,257,000 (see attachment "A").
3. Eligible PROJECT ROW Work reimbursements shall include only those costs incurred by CITY for PROJECT ROW Work activities that are described in this Agreement and Attachment B and shall not include escalation or interest.
4. STIP funds and any required matching funds must be expended to pay PROJECT ROW Work costs prior to other funding sources, such as SANBAG Measure I funds.
5. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY and COUNTY under or in connection with any work, authority or jurisdiction delegated to CITY and COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY and COUNTY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY and COUNTY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. CITY and COUNTY indemnification obligation applies to SANBAG's "passive" negligence but does not apply to SANBAG's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. CITY and COUNTY and SANBAG are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile

Liability and Workers' Compensation and warrant that through their respective programs of self insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

6. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by SANBAG.
7. This Agreement will be considered terminated on December 31, 2012. The Agreement may also be terminated by SANBAG, in its sole discretion, in the event the PROJECT ROW Work has not been initiated by CITY within twelve (12) months of the date of execution of this Agreement.
8. That SANBAG, at SANBAG's option and in coordination with the CITY and COUNTY, may assign additional resources to the PROJECT ROW Work to facilitate its timely completion.
9. A separate agreement will be required between the Parties to define responsibilities and funding share for the construction phase of the PROJECT.

SIGNATURES ON FOLLOWING PAGE:

**San Bernardino County
Transportation Authority**

By: _____
Paul M. Eaton, President
SANBAG Board of Directors

Date: _____

City of Fontana

By: _____
Mark Nuaimi, Mayor
City of Fontana

Date: _____

San Bernardino County Board of Supervisors

By: _____
Gary C. Ovitt
Chairman

Date: _____

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
Jean-Rene Basle
SANBAG County Counsel

Date: _____

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
City Attorney

Date: _____

**APPROVED AS TO FORM AND
PROCEDURE:**

By: _____
Scott Runyan
County Counsel

Date: _____

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 15

Date: March 3, 2010

Subject: Construction Management, Construction Surveying and Materials Testing Services for North Milliken Grade Separation Project

Recommendation:* 1. Approve a new Task Number 882 titled "North Milliken Avenue Grade Separation".

2. Ratify the Major Project Committee's authorization to release Request for Proposals (RFP) No. 10184 during the February 2010 Major Projects Committee meeting, to provide Construction Management Construction Surveying and Materials Testing Services for the North Milliken Avenue Grade Separation Project in the City of Ontario.

Background: The City of Ontario has been developing final Plans, Specifications and Estimate (PS&E), or final design, phase for North Milliken Grade Separation Project and was informed by the California Transportation Commission (CTC) in November 2009 that anticipated allocation of TCRP funding for construction of the project would not be available until year 2016.

To allow this project to move forward, on January 20, 2010, the Board approved a funding plan to reprogram \$45,089,000 of STIP fund savings from the I-215 North construction project to the North Milliken Grade Separation Project in the City of Ontario. The CTC is going to consider the funding plan at an upcoming meeting. As described in the January 20th Agenda Item, staff of the City of Ontario has concurred to SANBAG being the lead agency in Advertisement, Award and Administration (AAA) of contracts during the construction phase of the project.

*

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

While the responsibilities of both agencies will be defined in a cooperative agreement that will be brought forward to you for your consideration, there is a need to commence the procurement process for construction management services so as not to further delay this project. In addition, to allow adequate time for the selected consultant to perform a meaningful constructability review prior to the planned advertisement of the construction package in early August, staff recommended the Major Projects Committee to authorize release the RFP at their February 2010 meeting. Staff is now presenting this agenda item to seek the Board's ratification of the Major Project Committee's recommendation to release this RFP.

The subject RFP seeks the services of a highly qualified consultant team to assist SANBAG by providing construction management and other support services during construction of the North Milliken Grade Separation Project. A copy of the requested scope of work is attached.

In addition, since this is a new SANABG project, a new Task Number needs to be established. Therefore, it is recommended that Task Number 882 be established for the North Milliken Avenue Grade Separation project.

Financial Impact: This item is not consistent with the current budget. A new task number for this project is requested. A request for a budget amendment to fund this project will be brought forward for the Board's consideration, along with the anticipated construction co-op agreement, at a future meeting.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 11, 2010. SANBAG Counsel has reviewed and approved the draft professional services agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

ATTACHMENT “A”

Scope of Services

By and between

**San Bernardino Associated Governments/
San Bernardino County Transportation Authority**

And

T.B.D.

To

**Provide Construction Management, Material Testing and
Construction Survey Services**

For

North Milliken Avenue Grade Separation Project

Within the City of Ontario

Contract No. 10184

INDEX

- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
 - 1. Pre-construction Services
 - 2. Bid Process
 - 3. Project Administration
 - 4. Construction Coordination
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 - 6. Project Support
 - 7. Cost and Schedule
 - 8. Change Orders and Claims
 - 9. Safety
 - 10. Project Close Out
- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO FURNISHED BY AGENCY
- G. STANDARDS
- H. LIMITATIONS TO AUTHORITY
- I. THIRD PARTY RELATIONSHIPS
- J. CONSTRUCTION SITE SAFETY
- K. BASIS FOR SURVEY AND MONUMENT MARKING
- L. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino Associated Governments (SANBAG) will utilize the services of CONSULTANT to support the construction activities as described below. The scope of services is for the North Milliken Avenue/Union Pacific Railroad (UPRR) Alhambra Line Grade Separation Project which is anticipated to go out to bid in Fall 2010. CONSULTANT will provide construction management, materials testing, and construction surveying for the projects.

North Milliken Avenue/UPRR Grade Separation Project

The North Milliken Ave./UPRR Grade Separation Project proposes to replace the existing at-grade crossing by constructing a 170-foot long, two span, steel plate girder underpass at Milliken Avenue between Airport Drive and Guasti Road in the City of Ontario. The project proposes to elevate UPRR tracks approximately 24' above the existing grade crossing and the major project feature will be the construction of the new underpass and approximately 6000 linear feet of embankment fill with gravity-type retaining systems along UPRR using T-WALL® precast concrete units which are proprietary to the Neel Company of Springfield, VA.

Other proposed improvements include widening and reconstruction of Milliken Avenue between Airport Drive and Guasti Road, construction of curb and gutter, sidewalks, raised median islands, street lighting, traffic signal modifications at the intersections with Airport Drive and Guasti Road, traffic signing and striping, and landscaping.

Major utility relocations, including overhead transmission and distribution electrical lines, will be performed separately by the City of Ontario prior to the start of construction on the grade separation project. Construction management and coordination of these utility relocations are not included the scope of services under this Request for Proposals (RFP).

Milliken Avenue will remain open to traffic during construction, except for one short term (16 hour) closure when traffic will be detoured around the project site via Haven Avenue, Fourth Street and Airport Drive. The proposed underpass will span six through lanes of traffic on Milliken Avenue (plus two turning lanes at Guasti Road) and carry two (one existing and one future) UPRR tracks. The construction is expected to be completed in approximately 24 months using five separate construction stages.

The North Milliken/UPRR Grade Separation as described by the plans and specifications, shall include construction of roadways, bridges, drainage facilities, and gravity retaining walls. CONSULTANT shall provide qualified construction management and inspection, materials testing and construction surveying personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the Project.

The SANBAG Contract Manager for this contract will be:

Mr. Garry Cohoe
Director of Freeway Construction

SANBAG has selected Parsons Transportation Group (Parsons) as Program Manager for the Measure I Valley Major Projects. In addition to the overall SANBAG/Parsons Program Management staff, SANBAG also employs a full-time Construction Manager to coordinate all

construction activities within the Measure I Valley Major Projects program. The CONSULTANT shall report to and receive direction from SANBAG through the Contract Manager, or his designees. The SANBAG Construction Manager is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the entire construction team. The SANBAG Construction Manager will be the main contact and primary source of information between SANBAG, UPRR, City of Ontario outside agencies, supporting consultants and the public for the construction projects.

B. PERFORMANCE REQUIREMENTS

Construction Management: CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. It is recommended that, in addition to a Project Manager, a single point of contact or Senior Resident Engineer be assigned to direct and coordinate construction management activities under this contract. Other Resident Engineers or Assistant Resident Engineers may be assigned to specific project tasks or project responsibilities as needed. Furthermore, the CONSULTANT shall provide a Structures Representative to assist in assuring compliance with contract plans, specifications, and special provisions on all phases of structural construction; however, the Project Manager, Senior Resident Engineer or other Resident Engineer may also serve as the Structures Representative if properly qualified to serve in this capacity. The Project Manager, Senior Resident Engineer, Resident Engineers and the Structures Representative shall be Civil Engineers, currently registered in the State of California. The Resident Engineers shall be in responsible charge of construction activity within his/her project element.

The number of CONSULTANT personnel assigned to the project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the project schedule, project requirements, and construction activities. The duration of the assignments may vary from a minimum of one (1) week to the full term of the Project. CONSULTANT personnel shall be made available within one (1) week from written notification by SANBAG to a maximum of eight (8) weeks after final acceptance of the Project.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SANBAG. If, in the opinion of SANBAG, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to SANBAG, SANBAG may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide approved, equally qualified replacement personnel until the assigned personnel return to the Project.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SANBAG, State, and City officials during the course of the Project. CONSULTANT personnel shall perform

duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT personnel shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist SANBAG and local agencies in obtaining compliance with the safety and accident prevention provisions of the projects. The City of Ontario and Caltrans will retain jurisdictional control over the Contractor's traffic control operations.

CONSULTANT will assist SANBAG in obtaining compliance with the equal opportunity provisions of the projects.

All services required hereunder shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions. Non-bridge work shall be performed in accordance to the Standard Plans and Specifications for Public Works Construction (Greenbook).

Materials Testing: CONSULTANT will provide Materials Testing services on an on-call basis for the duration of the project. The number of field testing personnel required on the project may vary throughout the duration of the construction contract. CONSULTANT certified material testing personnel will be assigned on an as-needed basis to perform material testing as jointly determined by the Senior Resident Engineer and the SANBAG Construction Manager to meet the required numbers and frequencies of testing based on the schedule of the construction contractor.

It is anticipated that at least one field technician will be required throughout the construction contract period. At times, additional technicians may be required to provide support for on-going construction activities. The duration of assignments could vary from a minimum of a few hours to the full term of the project. CONSULTANT personnel will be available within one (1) day of written notification by SANBAG.

It is the intent of SANBAG to maintain a consistency of material testing quality throughout each phase of each project. CONSULTANT is therefore encouraged to provide, where ever and whenever possible, the same field personnel for the duration of construction of each project element. It is also important that the lead field technician assigned to the project becomes completely familiar with the prior testing requirements and assignments for the entire project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the SANBAG Construction Manager.

Resumes of materials testing personnel must be submitted to SANBAG for review and approval prior to assignment to a project. If, at any time, the level of performance of any testing personnel is below expectations, SANBAG may release that field person and request that another be assigned as needed.

If CONSULTANT personnel are on a leave of absence, the Project Manager shall provide approved, equally qualified replacement personnel until the assigned personnel return to the

Project. The replacement employee(s) will meet all the requirements of a permanently assigned employee.

All personnel will be knowledgeable of, and comply with, all applicable local, Greenbook, Caltrans, Union Pacific Railroad and federal regulations; cooperate and consult with SANBAG and City of Ontario officials during the course of the contract; and perform other duties as may be required to assure that the construction is being performed in accordance with the project plans and specifications. CONSULTANT's personnel will keep records and document the work as directed by the Senior Resident Engineer.

CONSULTANT personnel shall assist SANBAG, the City of Ontario and other local agencies in obtaining compliance with the safety and accident prevention provisions of the projects. The City of Ontario and Caltrans will retain jurisdictional control over the Contractor's traffic control operations.

All services required hereunder will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards, and the Standards for Public Works Construction. Non-bridge work shall be performed in accordance to the Standard Plans and Specifications for Public Works Construction (Greenbook).

Construction Surveying: CONSULTANT will furnish surveying crew(s) on an on-call basis to perform construction surveys for the project. The number of survey crew(s) required on the project may vary throughout the duration of the construction contract, but it is anticipated that a minimum of one (1) survey crew may be required throughout the duration of project construction. Additional crews may be required to provide support for construction activities. The duration of assignments could vary from a minimum of a few hours to the full term of the project. CONSULTANT personnel will be assigned as jointly determined by the Senior Resident Engineer and the SANBAG Construction Manager to meet the schedule of the construction contractor.

It is the intent of SANBAG to maintain a consistency of construction survey quality throughout each phase of each project. Therefore, CONSULTANT is encouraged to provide the same field personnel for the duration of construction. It is important that the Field Party Chief(s) assigned to a project be completely familiar with the survey requirements and the assignments for the project.

On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT will not provide services unless authorized by the Resident Engineer.

Construction surveying will not be performed when conditions such as weather, traffic, and other factors prevent safe and efficient operation.

Resumes and certification(s) of CONSULTANT personnel proposed for the project must be submitted to SANBAG for review. CONSULTANT personnel must be approved by SANBAG prior to assignment to the project. SANBAG and CONSULTANT will have the responsibility of determining the quality and quantity of work performed by CONSULTANT personnel. If, at any time, the level of performance by CONSULTANT personnel is below expectations, SANBAG may release the survey crew member and request that another be assigned (as needed).

CONSULTANT personnel will:

- Be knowledgeable of, and comply with all, applicable local, Caltrans, state, and federal regulations.
- Cooperate and consult with SANBAG officials during the course of the contract.
- Perform duties as may be required to assure construction is performed in accordance with the project plans and specifications.
- Keep records and document work as directed by the SANBAG Construction Manager and CONSULTANT Senior Resident Engineer.

All services required hereunder will be performed in accordance with Caltrans regulations, policies, procedures, manuals, and standards, and the Standards for Public Works Construction. Non-bridge work shall be performed in accordance to the Standard Plans and Specifications for Public Works Construction (Greenbook).

Public Outreach: CONSULTANT will provide a Public Outreach Liaison to perform project related public outreach functions for the project on an as needed basis under the direction and oversight of SANBAG's Public Information Office.

C. DUTIES AND RESPONSIBILITIES

1. Pre-construction Services

a. Plan Review

CONSULTANT shall review construction contract documents prior to construction. Tasks include review of plans, specifications, technical reports, resident engineer's pending files, and associated items in order to verify completeness and consistency throughout the Project. At minimum, CONSULTANT shall check for quantity discrepancies, potential conflicts, constructability, and consistency between plans, specifications and pay items.

b. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SANBAG, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

c. Budget

CONSULTANT shall review the Project cost estimate and provide recommendations to SANBAG, as appropriate, to ensure efficient utilization of funds and control of project costs.

2. Bid Process

a. Bid Documents

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1. Review of bid documents
2. Preparation of bid tabulations

b. Pre-construction Meetings

CONSULTANT shall assist SANBAG in conducting one or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, the design engineer, City of Ontario, UPRR, utility companies, and developers.

c. Contract Award

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1. Review of bid for completeness and responsiveness
2. Perform bid analysis
3. Development of contractor payment schedules, and other procedural items.
4. Checking Contractor references, licenses, insurance, and sureties.
5. Coordination with prospective Contractor for award of construction contract(s).
6. Check DBE advisory availability percentage

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals and the Greenbook.

3. Project Administration

- a. CONSULTANT shall administer project construction contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct regular project coordination meetings with Contractors, SANBAG, City of Ontario, and others, as appropriate.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.
- d. CONSULTANT shall establish and maintain Project records in accordance with Caltrans Construction Manual procedures. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractor, subcontractors, and principal material suppliers.
- e. CONSULTANT shall establish and maintain a filing system for the Project using the Caltrans Construction Manual as a guideline.
- f. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.
- g. CONSULTANT shall prepare and submit a monthly Activity Summary Report for

the project. The activity report shall include status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of project budget and schedule, and other highlights and critical issues.

- h. CONSULTANT shall review and ensure compliance with environmental requirements.
- i. CONSULTANT shall participate in partnering sessions with the Contractor, SANBAG, and City of Ontario, as required.
- j. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual and the Greenbook quality standards as appropriate.
- k. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the contract.
- l. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- m. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).

4. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Senior Resident Engineer and other qualified Resident Engineers, as needed to effectively manage the Project.
- b. CONSULTANT's Senior Resident Engineer shall act as a prime point of contact between Contractor, SANBAG, CONSULTANT's construction surveyor, CONSULTANT's materials inspector, and utility companies. CONSULTANT's Project Manager or Senior Resident Engineer may, when requested by SANBAG, act as point of contact between design engineers, UPRR, the City of Ontario, and the public.

CONSULTANT shall ensure coordination with property and business owners adjacent to project right-of-way to ensure timely communication regarding property-condition survey, construction activities, scheduling and maintaining access to properties.

- c. CONSULTANT shall maintain regular, daily contact with SANBAG's Construction Manager, or his designees, in face-to-face meetings, by telephone or by email, as appropriate.
- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the utility inspector.

- e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.
- f. CONSULTANT shall proactively review Project plans and special provisions; monitor, coordinate, and track construction progress schedule and RFIs; and communicate with various agencies prior to construction of any specific elements to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the SANBAG Construction Manager, or his designees. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP coordinator who shall review contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG and City of Ontario. CONSULTANT shall cooperate with monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of any changes with the SANBAG Construction Manager, or his designees, and the design engineer.
- j. CONSULTANT shall review and approve the Contractor's falsework and shoring plans.
- k. CONSULTANT shall review and approve the Contractor's Traffic Control Plans.
- l. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate SANBAG, Caltrans, City of Ontario, other local agency, utility, and railroad personnel are notified and present as required throughout the Project. CONSULTANT shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.
- b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.

- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, the Standard Plans and Specifications for Public Works Construction (Greenbook), American Railway Engineering and Maintenance-of-Way Association (AREMA) standards, and UPRR construction and safety standards. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders, California Occupational Safety and Health Agency (CalOSHA) requirements, and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be familiar with the construction requirements of the City of Ontario's Storm Water Pollution Prevention Program.
- e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
1. Paving and subgrade inspection, structures and foundation inspection, signing and striping inspection, quantity calculations, checking grade and alignment, monitoring construction traffic control, and all other duties required to determine that construction of the Project is being performed in accordance with the contract documents.
 2. Identifying actual and potential problems associated with the Project and recommending sound engineering solutions to the Project Manager.
 3. Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
 4. Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, contract change orders, reports, and correspondence related to Project activities.
 5. Preparing construction sketches, drawings, and cross-sections, as necessary.
 6. Assisting in the preparation of as-built plans by maintaining a red-lined set of as-built construction drawings showing changes made to the original contract plans during construction. Names, dates and CCO numbers shall be identified on the plans, if applicable.
 7. Perform basic sampling of construction materials in the field in accordance with appropriate test methods.
 8. Providing inspections for environmental compliance.
 9. Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.

10. Monitoring Contractors' compliance with applicable regulations required by AQMD.
11. Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

CONSULTANT shall provide qualified, experienced personnel and all equipment necessary to perform various construction surveying services, field calculations, and home office calculations to support construction of the project on an on-call, as-needed basis. CONSULTANT may be requested to review available survey data, construction plans, and right-of-way plans to confirm compatibility and to identify discrepancies prior to and during construction of proposed project. The Senior Resident Engineer will assign survey work to the survey personnel by issuing a "Request for Survey Services". Requests may include, but not be limited to, the following types of surveys and related services:

I. Construction Surveys

Survey personnel shall assist the Senior Resident Engineer in all phases of construction staking and calculations as needed.

- a. Survey calculations and adjustments shall be performed with established and computed coordinates based on the California Coordinate System.
- b. Cross-section data collection shall be performed by conventional and terrain line interpolation survey methods.
- c. Survey data will include topography, cross-section, and other survey data in computer formats compatible with the AUTOCAD version 2004 or higher, design software.
- d. Prepare and maintain survey documents. Survey documents include survey field notes, maps, drawings, and other survey documents.
- e. Perform construction staking, including but not limited to:
 - Utility relocations.
 - Clearing limits.
 - Slope staking.
 - Storm drain, sanitary sewer, and irrigation systems.
 - Drainage structures.
 - Curbs, gutters, and sidewalk.
 - Horizontal and vertical control for structures and portions of structures (bents, abutments, wingwalls, etc.).
 - Horizontal and vertical control for rail construction.
 - Rough grade.
 - Finish grade.
 - Other survey services needed for the proper and timely completion of the project.
- f. Monitor for settlement if required.

g. Global Positioning Satellite (GPS) equipment shall be made available if required by SANBAG.

II. Grid Grades

Grid grade data shall provide pavement elevations at the station line, the left edge of pavement, the right edge of pavement, and the right edge of travel way at 25 foot intervals for travel lanes.

III. Open Ended Traverses and Profile Data Sheets

Separate open-ended traverse calculations and point maps shall depict plan data for station lines, utility lines, wall layout lines, and abutment/bent alignment. Specific information to be shown will be part numbers, coordinates, bearings, and curve data.

Profile data sheets are required for all profiles shown on the plans identifying vertical design elements such as grade, point of intersection (PI) location, beginning of vertical curve (BVC) location, end of vertical curve (EVC) location, and curve length.

IV. Three Line Profiles

Separate profile plots are required for the left edge of pavement, the right edge of pavement, and the edge of shoulder for all travel lanes.

V. Right of Way Lines

a. Existing right of way and easements will be established from Local Agency's record information and existing monumentation.

- Right of way monumentation shall be renewed and restored in accordance with the appropriate standard; Section 2-9.1, of the Greenbook "Permanent Survey Markers" or Section 10.4 of the Caltrans "Survey Manual" and the State of California Land Surveyor's Act.

- Corner records and records of surveys shall be prepared and filed in accordance with the applicable standards and the State of California Land Surveyor's Act.

- Perpetuate existing monumentation
Includes restoring, renewing, referencing, and resetting existing boundary related monumentation. In addition, stake areas where construction disturbs the existing right of way, preparing and filing required maps and records.

b. New right of way and easements will be established from plans, right of way maps, utility drawings, and Local Agency record information, and existing monumentation.

- Right of Way Surveys
Includes research and preparation filing of required maps and records. In addition, locate and set monuments for right of way and easement lines, staking for right of way

and easement fences.

- **Final monumentation**
Includes setting of centerline points of control upon completion of construction.

VI. Special Design – Data Surveys

Includes drainage, utility, and surveys required for special field studies and possible change order work.

VII. Control Survey

Includes project control surveys, horizontal and vertical control surveys. In addition control surveys will include restoration, renewal, reference, relocation, and resetting of existing control monumentation. The CONSULTANT will be required to provide horizontal and vertical control at the end of each bridge.

VIII. Topographic Surveys

Topographic surveys will normally be compiled by ground survey methods only. CONSULTANT will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements. CONSULTANT shall coordinate all staking and verify accuracy. CONSULTANT shall ensure timely coordination of all staking requests from the Contractor.

b. Materials Testing and Geotechnical Services

CONSULTANT will provide experienced personnel, equipment, and facilities to perform various construction materials sampling and testing. Laboratory and field materials testing will be used to ensure that structure and roadway construction work conforms to the appropriate (California State Department of Transportation (Caltrans) or Standards for Public Works Construction (Greenbook)) standards, specifications, and special provisions for material quality and workmanship.

Field and laboratory testing is to be performed in accordance with the applicable standards.

CONSULTANT will be responsible for the accuracy and completeness of all test data compilation and results.

c. Public Relations

SANBAG and the City of Ontario will implement a public awareness program for the Project. SANBAG shall coordinate public awareness for the grade separation project directly in conjunction with the City of Ontario and other local agencies. The SANBAG Public Information Officer (PIO) will manage all public awareness activities for this Project. CONSULTANT shall cooperate with SANBAG's PIO and its public relations firm in the dissemination of appropriate Project information

as appropriate. Should CONSULTANT's Resident Engineers receive complaints from the public or other entities, he/she shall promptly notify SANBAG's PIO. CONSULTANT shall maintain a log of all complaints and inquiries. When appropriate, CONSULTANT shall direct the Contractor to remedy complaints in a timely manner.

d. Permits

CONSULTANT shall review each project element for permit compliance and coordinate with SANBAG, the City of Ontario, the design engineer, and other SANBAG consultants to ensure that necessary permits are obtained. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

1. Contract pay item quantities and payments
2. Contract change orders
3. Supplemental work items
4. Agency furnished materials
5. Contingency balance
6. Project budget
7. Public Outreach Program

b. CONSULTANT shall proactively review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.

c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel. In cooperation with SANBAG, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.

b. CONSULTANT shall attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows

1. Agreed Price

2. Adjustment in compensation to a bid item
3. Time and materials or Force Account

CONSULTANT shall perform force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and resource needs to complete the work.

- c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims, and implement claims avoidance processes where in the best interests of SANBAG.
- d. CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide monthly CONSULTANT status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
- d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pile logs, as applicable.
- c. CONSULTANT shall review and verify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SANBAG, City of Ontario, Contractors, and design engineers.

- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SANBAG all project files.
- g. CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all project permits.

D. DELIVERABLES

- 1. Inspector daily reports, extra work diaries, and Resident Engineers' daily diaries
- 2. Monthly Project Activity Summary Reports
- 3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- 4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction projects
- 5. Project Completion Report
- 6. All project files, project reports, correspondence, memoranda, shop drawings, project logs, change order data, claims and claim reports, and Contractor payment records
- 7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates
- 8. All material test results will be provided in accordance with the applicable Standard Specifications and Special Provisions, and test method. Failing tests will be immediately reported to the Resident Engineer or Structures Representative for resolution. All test results will be recorded on the appropriate forms. The test documents will be legible and show the identity of the tester where appropriate. A notebook containing all test results will be maintained throughout the duration of the project.
- 9. Unless otherwise specified in the survey request, the deliverables shall conform to the following:
 - a. Survey points, lines, and monuments shall be established, marked, identified, and referenced as required by survey request and requirements herein.
 - b. Survey notes, drawings, calculations, and other survey documents and information shall be completed as required by the survey request and the requirements herein.

- c. All original survey documents resulting from this contract, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to the Resident Engineer and shall become the property of SANBAG. A copy of all survey documents furnished by SANBAG shall be retained by CONSULTANT for future reference.

When the survey is performed with a total station survey system, the original field notes shall be a hard copy in a readable format of the data (observations) as originally collected and submitted by the survey party. The hard copy shall be signed by the Party Chief. If the Party Chief is not licensed, the person in "responsible charge" will be required to sign.

- d. Deliverables to the Senior Resident Engineer shall follow the format specified below:
Horizontal Control

- Alpha numeric hard copy point listing with adjusted California Coordinate System northing and eastings and the appropriate descriptions.

Vertical Control

- Alpha numeric hard copy benchmark listing with adjusted elevations compatible with the design datum.

Topography

- Alpha numeric hard copy listing, hard copy drawing, and computer aided drawing and design (CADD) digital drawing. The CADD drawing shall be compatible with the systems utilized by the jurisdictional cities for each project.

Data collection method used to collect cross-section data and the coding (feature description) of terrain data for cross-sections shall conform to the survey request requirements. Deliverables shall depend on the data collection method as follows:

1. Conventional Cross – Sections (each cross – section): For each cross - section and alpha numeric listing, a hard copy drawing, and a computer formatted file compatible with the systems utilized by the jurisdictional cities for each project.
2. Terrain Line Interpolation Cross – Section Data (each terrain line interpolation survey): Terrain line interpolation cross – sections shall include an alpha numeric listing, a hard copy plan view drawing of the terrain lines, and a computer input file. The computer input file shall be provided on compact discs and shall be in a format compatible with the systems utilized by the jurisdictional cities of each project.

- e. Data Collector Data

If specified in the survey request, the raw data from the data collector shall be provided in a format conforming to the survey request requirements.

- f. Other—As specified in the survey request.

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow beacon lights, either permanently or temporarily affixed, and operated with a driver control switch.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).
5. For Materials Testing, CONSULTANT and its staff will be fully equipped at all times to perform the services required, including but not limited to the following:
 - a. An on-site mobile laboratory or laboratory in close proximity to the project will be required. The type and location of the lab should be such that it can meet the needs of the project in an efficient, time effective manner. The laboratory is to be fully staffed, equipped, and supplied to conduct all required soils, materials, and concrete breaking tests in a timely manner.
 - b. CONSULTANT's personnel will be provided with radios, mobile phones, or other means to assure full-time communication. CONSULTANT vehicles shall be equipped with flashing yellow beacon lights, either permanently or temporarily affixed, and operated with a driver control switch. Each vehicle is to be fully contained with all necessary equipment and supplies necessary to perform the field sampling and tests required.
 - c. Field personnel will be provided with all necessary safety equipment to permit work to be performed safely and efficiently within operating highway and construction zone environments.
 - d. All equipment to be calibrated as per Section 3-10 and 3-11 of Caltrans' Quality Assurance Program Manual or the Greenbook, as applicable.
6. For construction surveying, CONSULTANT and staff shall have adequate equipment and supplies to complete the required survey work. Equipment and supplies shall, include, but not be limited to:
 - a. Survey vehicles:

Survey vehicles will be suitable to perform the required work in varying terrain and

conditions encountered on the project. Vehicles shall be fully equipped with all necessary tools, instruments, supplies, and safety equipment required to perform the work accurately, efficiently, and safely. Vehicles shall be equipped with flashing yellow beacon lights, either permanently or temporarily affixed, and operated with a driver control switch.

b. Data Processing Systems:

Data processing systems shall include hardware and software to:

- Perform survey and staking calculations from the design plans and specifications;
- Reduce survey data collected with conventional and total station survey systems;
- Perform network adjustments for horizontal and vertical control surveys;
- Format survey data to be compatible with AUTOCAD version 2004 or higher, design software.

c. Drafting equipment and supplies.

d. Digital calculators.

e. Hand tools as appropriate for the requested survey work.

f. Traffic cones (minimum 25). Traffic cones shall be 28 inches in height (minimum).

g. Traffic control devices as required to perform the requested survey work. Traffic control devices include signs, sign bases, flags, and hand held signs.

h. Leveling instruments and equipment:

- Self-leveling level. Precision: standard deviation in one mile of double run leveling 0.005 feet or less.
- Suitable level rods for the work to be performed.

i. Distance measuring instruments and equipment:

- Electronic distance measurer (EDM). Precision: standard deviation 3 mm plus 3 PPM, or less; Range: Minimum one mile under average atmospheric conditions.
- Prisms, sufficient to perform the required work.
- Tapes; steel, cloth.

j. Angle measuring instruments and equipment:

- Theodolite for non-control surveys; Precision: direct circle reading to three seconds, or equivalent, horizontal and vertical.
- Targets as required to perform the work.

k. When required for efficient survey operations, total station survey systems consisting of an electronic angle measuring instrument, EDM, and electronic data collector shall be provided. The angle measuring instruments and EDM shall conform to the requirements for the equipment previously listed.

1. Radio or cellular communications equipment for communication between field office and field crews.
- m. All manuals, standards, forms, and other policies and procedures to be followed to perform the required work.
- n. GPS Equipment if requested by SANBAG.

F. MATERIALS TO BE FURNISHED BY SANBAG

1. SANBAG will provide copies of all Project construction documents including plans, special provisions, reports, designer prepared resident engineer files, and contracts.
2. SANBAG will provide copies of all previously secured permits and Project authorizations.
3. Construction contractor will provide office space, telephones, desks, chairs, computers, and appropriate office equipment for use by Construction Management Consultant staff.
4. Appropriate forms for recording test data in accordance with Greenbook practices and procedures.

G. STANDARDS

All construction inspection, surveys, materials sampling and testing, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, current manuals, Caltrans and Greenbook standards including:

1. Caltrans Construction Manual and its revisions
2. Caltrans Bridge Construction Records and Procedures Manual
3. Manual of Traffic Controls for Construction and Maintenance Work Zones
4. Caltrans Standard Specifications and Standard Plans.
5. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
6. Caltrans Survey Manual
7. Standard Specifications and Standard Plans for Public Works Construction.
8. American Railway Engineering and Maintenance-of-Way (AREMA)

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

Surveys performed by CONSULTANT shall conform to the requirements of the Land Surveyor's Act. In accordance with the Land Surveyor's Act, "responsible charge" for the work shall reside with the Licensed Land Surveyor or a pre-January 1, 1982, Registered Professional Civil Engineer in the State of California.

Unless otherwise specified in the survey request, control surveys shall conform to second order (modified) accuracy standards as specified in the Caltrans "Survey Manual".

Additional standards for specific survey work may be included in the applicable request for survey. Such standards supplement the standards specified herein. If additional standards conflict with the standards specified herein, the additional standards contained in the request for survey shall govern.

The Senior Resident Engineer and SANBAG will decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SANBAG Construction Manager.

H. AVAILABILITY AND WORK HOURS

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SANBAG Construction Manager. When possible, the Senior Resident Engineer will provide 8 hours advance notice if consultant services are not required.

Unless otherwise directed by SANBAG, the normal work week will consist of 40 hours. From time to time, overtime may be required. However all overtime required by CONSULTANT personnel shall be approved and authorized by SANBAG in advance.

Once the notice to proceed has been issued, CONSULTANT will immediately begin providing the required scope of services as described herein. Once services begin, the CONSULTANT will proceed diligently until all required services have been satisfactorily completed.

I. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SANBAG.
3. Assume any of the responsibilities of the Contractor, Contractor's Superintendent, or subcontractors.

4. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
5. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
6. Verbally authorize or approve change orders or extra work for the Project.
7. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

J. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for specific project that is a portion of the Measure I Valley Major Projects Program within San Bernardino County. In the development of the Project, SANBAG has worked closely with various professional consultants, City of Ontario and other agencies, and others in the preparation of the construction documents and other Project related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to this Project. CONSULTANT shall take direction **only** from SANBAG and shall regularly inform **only** SANBAG of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with City or County representatives, the design engineer, UPRR representatives, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SANBAG. All oral and written communication with outside agencies or consultants related to the project shall be directed only to SANBAG. Distribution of Project related communication and information shall be at the sole discretion of SANBAG representatives.

K. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.
3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways and railroads.
4. All safety equipment for CONSULTANT's personnel will be provided by CONSULTANT.

L. BASIS FOR SURVEY AND MONUMENT STAKING

SANBAG will designate the existing horizontal and vertical control monuments that are the basis of CONSULTANT performed surveys. SANBAG will provide the California Coordinate System values and/or elevation values for these monuments. CONSULTANT shall adjust CONSULTANT performed surveys to be the designated control monuments and the values.

Monuments established by CONSULTANT shall be marked by CONSULTANT with furnished disks, plugs, tags. In addition, CONSULTANT shall identify CONSULTANT established monuments by tagging or stamping the monuments with the license or registration number of CONSULTANT'S surveyor who is in "responsible charge" of the work.

M. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by SANBAG. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the project shall have the following minimum qualifications:

1. Project Manager

Minimum qualifications shall be as follows:

- a. Six (6) years project management experience on similar construction projects.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Reasonably accessible to SANBAG during normal working hours.
- d. A thorough understanding of Caltrans and Greenbook construction practices and procedures.

The Project Manager will assume the following functional responsibilities:

- a. Review, monitor, train, and provide general direction for CONSULTANT personnel.
- b. Assign personnel to projects on an as-needed basis.
- c. Administer personal leave.
- d. Prepare monthly reports for delivery to SANBAG.
- e. Assist with the Public Outreach Program established for the project.

2. Senior Resident Engineer

Minimum qualifications shall be as follows:

- a. Eight (8) years resident engineer experience on similar construction projects.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Reasonably accessible to SANBAG at all times including weekends and holidays.
- e. Thorough understanding of Greenbook and Caltrans field methods, practices, and construction office procedures.

The Senior Resident Engineer will assume the following functional responsibilities:

- a. Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
- b. Assign field personnel to specific project tasks.
- c. Monitor and track Contractor progress.
- d. Prepare daily, weekly and monthly reports as required.
- e. Coordinate utility relocations with appropriate agencies and the utility inspector.
- f. Act as prime field contact between various project Contractors and SANBAG's Construction Manager.
- g. Assist with the Public Outreach Program established for the project.

3. Resident Engineer

Minimum qualifications shall be as follows:

- a. Four (4) years resident engineer experience on similar construction projects.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Thorough understanding of Greenbook and Caltrans field methods, practices, and construction office procedures.

The Resident Engineer shall act under the direction of the Senior Resident Engineer and

will assume the following functional responsibilities:

- a. Monitor and provide daily direction to CONSULTANT inspection personnel.
- b. Assign field personnel to specific project tasks.
- c. Monitor and track Contractor progress.
- d. Prepare daily, weekly and monthly reports as required.
- e. Coordinate utility relocations with appropriate agencies.
- f. Act as prime field contact between SANBAG's Construction Manager and the various project Contractors.
- g. Coordinate Contractor's survey requests and schedule appropriately qualified personnel to provide requested services.
- h. Work with City of Ontario and Caltrans staff to resolve jurisdictional traffic control issues.

4. Lead Field Inspector

Minimum qualifications shall be as follows:

- a. Six years (6) construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering and four years of similar construction experience.
- b. Knowledge of Caltrans, Greenbook and AREMA construction practices, physical characteristics and properties of construction materials, WATCH manual traffic control methods and requirements, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Ability to direct the efforts of subordinate inspectors.
- e. Understanding of Greenbook and Caltrans field and construction office procedures.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Lead Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction.

- b. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Maintain accurate and timely project records. Perform quantity calculations for progress pay estimates.
- e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- f. Provide input for the redesign of facilities to fit existing field conditions.
- g. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

Minimum qualifications shall be as follows:

- a. Two years construction inspection experience in public works or similar projects or a four-year degree in the field of civil engineering.
- b. Knowledge of construction practices, physical characteristics and properties of construction materials, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- d. Understanding of Greenbook , Caltrans and AREMA construction methods and practices.
- e. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of project construction.
- b. Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Perform quantity calculations for progress pay estimates and maintain Project

records.

- e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- f. Provide input for the redesign of facilities to fit existing field conditions.
- g. Perform labor compliance interviews of the Contractors' personnel.
- h. Perform construction materials sampling

6. Structural Representative or Lead Structural Inspector

Minimum qualifications shall be as follows:

- a. Six (6) years of bridge or structural construction inspection as related to major public works projects and a four-year degree in civil or structural engineering.
- b. Licensed Professional Civil or Structural Engineer in the State of California.
- c. Knowledge of stress analysis, structural mechanics, and strength of materials.
- d. Knowledge of construction practices and the physical characteristics and properties of various highway and railroad bridge construction materials including both concrete and steel.
- e. Experience in the following areas: reinforced concrete foundation construction , pile driving, shoring, retaining wall construction and steel bridge construction..
- f. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.
- g. Ability to direct the efforts of subordinate inspectors.
- h. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- i. Thorough understanding of Greenbook and Caltrans field methods, practices, and construction office procedures.

The Structural Representative shall assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, shoring, and drainage structures.
- b. Make grade, alignment, quantity, and shoring calculations.

- c. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- d. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
- e. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
- f. Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants.
- g. Direct subordinate inspectors.

7. Structural Inspector

Minimum qualifications shall be as follows:

- a. A minimum of two (2) years of bridge design or structural construction inspection as related to Caltrans or major public works projects or a four-year degree in civil or structural engineering.
- b. Knowledge of stress analysis, structural mechanics, and strength of materials.
- c. Knowledge of construction practices and the physical characteristics and properties of various highway and railroad bridge construction materials including both concrete and steel.
- d. Experience in one or more of the following areas: pile driving, reinforced concrete foundation construction, retaining wall construction, steel bridge construction, and shoring.
- e. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Structural Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, shoring, and drainage structures.
- b. Make grade, alignment, quantity, and shoring calculations.
- c. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.

- d. Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

8. Office Engineer

Minimum Qualifications shall be as follows:

- a. Two years (2) office engineering on similar construction projects.
- b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for state funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.

The Office Engineer will assume the following functional responsibilities:

- a. Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
- b. Prepare and process contract change orders.
- c. Monitor construction budget and schedule.
- d. Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
- e. Perform routine calculations and checking of quantities.
- f. Coordinate all office activities and functions with SANBAG representatives.

CONSULTANT's personnel will be capable of performing the types of material testing services described above in "Description of Required Services" with minimal instructions.

9. Materials Testing Project Manager

- a. Four years project management experience on a similar highway/rail bridge construction project.
- b. Licensed civil engineer in the State of California.
- c. Ability to use typical computer programs including word processing and

spreadsheets.

The project manager will assume the following functional responsibilities:

- a. Review, monitor, train, and provide general direction for CONSULTANT's laboratory and field personnel.
- b. Assign personnel to projects on an as-needed basis in coordination with SANBAG's Resident Engineer.
- c. Administer personal leave, subject to approval of SANBAG's Resident Engineer.
- d. Prepare monthly reports for delivery to the SANBAG project manager.
- e. Provide direction, administration, and responsibility for Materials Certification per Caltrans Construction Manual, Section 8-01.

Material testing personnel will be certified by a California Registered Civil Engineer as being experienced and competent in the testing procedures required for the work involved. Independent certification of testing procedures may be performed at the discretion of the SANBAG Construction Manager.

10. Materials Technicians

CONSULTANT personnel provided under this contract will have a variety of skills and experience appropriate for the level of tasks to be assigned. Field personnel will have a minimum of two years experience in conducting material sampling and testing of the type required for the projects involved and will possess the following additional capabilities:

- a. Have the ability to establish specific locations for appropriate tests when construction contract administration personnel are not available.
- b. Be familiar with construction practices and be fully aware of construction activities at the project site.
- c. Have knowledge of and comply with safety and health regulations and requirements applicable to the project.

Specific qualifications for technicians are as follows:

CONSTRUCTION TECHNICIAN I

Performs a variety of semi-skilled activities.

Examples of duties assigned to this classification are:

- Conducting quality control tests such as soil densities, sieve analysis tests, operation scales and inspecting spread operations.
- Sampling and transporting produced construction materials from point of application or

production to testing laboratory.

Knowledge and Skills Required

- Knowledge of tools, equipment and vehicles utilized in construction.
- Knowledge of standard equipment and materials used for the sampling and testing of construction material.
- Knowledge of basic mathematics used in the computation of a variety of construction items.
- Knowledge of record keeping, preparing of documents and reports.

TECHNICIAN II

Performs a variety of skilled activities

Examples of duties assigned to this classification are:

- Inspecting minor construction items, sampling and inspection of steel reinforcement, sampling and inspection of concrete placing operation.
- Collect and analyze soil samples of construction materials to determine compaction and moisture content.
- Inspection and sampling of all phases of asphalt concrete and PCC paving operation, including plant inspection.
- Confers with construction engineers and contractors regarding construction in progress and is conformance to specifications and construction plans.
- Answers questions and resolves problems.
- Inspects construction in progress to ensure conformance with specification, agreements, and established requirements.
- Keeps daily diary of work progress.
- Prepares reports on all field inspections and submits project quantities on a daily basis.
- Keeps accurate documentation for force accounts and possible claims.

Knowledge and Skill Required:

- All knowledge and skills required of lower classification.
- Knowledge of currently accepted methods, procedures and techniques used in highway construction inspection, survey, materials testing, and quality control equipment.
- Skill in interpersonal relations as applied to contact with contractors, representatives of other governmental jurisdictions, and other SANBAG staff.

TECHNICIAN III

Exercise considerable independent judgment within general Greenbook and Caltrans standards and guidelines.

Examples of duties assigned to this classification are:

- Inspect project construction on an ongoing basis to assure compliance with contract and in accordance with State and local standards.
- Perform a variety of structural material tests and inspections.
- Reviews construction plans and verified that these are in accordance with designated specifications and other requirements.
- Participates in the preparation of completed work estimates, to calculate compensation due contractor.
- Examines and verifies numeric data and material specifications on project cost source documents, utilizing geometry and trigonometry calculations.
- Supervises all work activities involved in construction projects, laboratory, and quality control work.
- Recommends approval of proposed project changes.

Knowledge and Skills Required:

- All knowledge and skills required of lower classifications.
- Knowledge of the principles and practices of Civil Engineering as applied to the construction.
- Skill in analyzing and evaluating a wide variety of highly technical engineering data, including construction plans, field survey and quality control documents.
- Skill in interpreting and implementing Caltrans standards, policies, procedures and regulations.
- Skill in interpersonal relations, as applied to contacts with contractors, representatives of other governmental jurisdictions, and other SANBAG/Caltrans staff.

11. Construction Surveying Project Manager

Minimum qualifications for the position of Survey Project Manager shall be as follows:

- Four (4) years project management experience on similar construction projects.
- Licensed Surveyor or pre-January 1, 1982, Registered Professional Engineer in the State of California.
- Reasonably accessible to the Resident Engineer and SANBAG at all times during normal working hours as specified in this Scope of Services.

The Construction Survey Project Manager will be responsible for:

- Review, monitor, train, and provide general direction for CONSULTANT survey personnel.
- Assign personnel to projects on an as-needed basis.
- Administer personal leave, subject to approval of the Resident Engineer.
- Prepare monthly reports for delivery to the SANBAG project manager.

12. Field Party Chiefs

- Minimum qualifications for the position of Party Chief shall meet at least one of the following licensing requirements:

1. A licensed Land Surveyor in the State of California.
2. A pre-January 1, 1982, Registered Professional Civil Engineer in the State of California
3. An experienced surveyor who serves as chief under the direction or supervision of a person who is a licensed Land Surveyor or pre-January 1, 1982, Registered Professional Civil Engineer in the State of California. The direction or supervision shall place the supervisor in "responsible charge" of the work. "Responsible Charge" is defined in Chapter 15 of the Business and Professions Code (the Land Surveyor's Act) and Title 16, Chapter 5, of the California Administrative Code (regulations adopted by the Board of Registration for Professional Engineers and Land Surveyors).

4. Two (2) year's survey experience on similar construction projects.
5. Thorough knowledge of construction survey practices and the ability to read and interpret plans and specifications.
6. Ability to make effective decisions concerning field problems and work in progress.
7. Familiarity with typical coordinate geometry computer programs.
8. Familiarity with safety requirements for surveying near traffic.

Under the direction of the Resident Engineer, the Party Chiefs will assume the following responsibilities:

- Perform construction staking services for project construction.
- Administer day to day activities for the survey party.
- Perform analytical survey calculations for items such as grading, horizontal and vertical control, right of way, and minor in-field design.
- Maintain continuous communication with the Resident Engineer, field personnel, and construction administration staff.

13. Survey Crews

Minimum qualifications for survey crew members shall be as follows:

- One (1) year survey experience on similar construction projects.
- Fundamental knowledge of construction survey practices and the ability to read and interpret plans and specifications.
- Ability to assist Party Chiefs and office personnel in all required surveying work.
- One survey crew member must have the ability to assume temporary leadership of the survey party in the absence of the Party Chief.

Under the direction of the Resident Engineer and the Party Chief, the survey crew members will assume the following responsibilities:

- Perform basic calculations to support construction staking.
- Maintain continuous communication with Party Chiefs and office personnel.

14. Public Outreach Liaison

Minimum qualifications for the Public Outreach Consultant shall be as follows:

- Two (2) year's experience providing public outreach services on similar construction projects.
- Ability to speak and write proficiently in English and Spanish.

Under the direction of SANBAG's Public Information Office, the public outreach liaison will assume the following responsibilities:

- Creation of a project facts sheet in both English and Spanish.
- Coordination of a local business outreach meeting prior to construction.
- Coordination of a ground-breaking ceremony prior to construction.
- Coordination of a ribbon cutting ceremony at completion of construction.
- Creation and dissemination of occasional traffic advisories (as needed).
- Refinement and maintenance of the project database.
- Respond to public inquiries received via e-mail or by telephone (as needed).
- Update/maintain project web page.
- Create and disseminate an update on the project to residents and businesses (as needed).
- Create a Powerpoint type presentation for updating Ontario City Council and SANBAG Board or Committees.
- Attendance at construction meetings (as needed).

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 16

Date: March 3, 2010

Subject: Victor Valley Long Distance Commuter Needs Assessment Study – Final Report

Recommendation: * Approve final report on the Victor Valley Long Distance Commuter Needs Assessment Study.

Background: In September 2008 SANBAG was awarded \$72,000 from the Statewide Transit Planning Studies Grant to complete the Victor Valley Long Distance Commuter Needs Assessment Study. The study was designed to explore transportation needs and employment patterns of Victor Valley residents. In addition, the study identified and measured demand for commuter services and detailed options for making the best use of transportation funding. In February, 2009 SANBAG awarded a contract to Nelson Nygaard Associates to complete the Study. The study lasted over 10 months and a steering committee with representatives from each jurisdiction in the Victor Valley along with citizens who regularly commute oversaw the project. The study documented existing and projected commuter demand, growth patterns and analyzed commuter alternatives.

Attached is the Victor Valley Long Distance Commuter Needs Assessment Final Report, Executive Summary.

Financial Impact: This item is consistent with the FY 2008/2009 Budget – Task 31709000.

Reviewed By: This item was reviewed by the Mountain/Desert Committee on February 19, 2010 and unanimously recommended for approval.

Responsible Staff: Beth Kranda, Transit Analyst

*

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____



San Bernardino Associated Governments (SANBAG)



Victor Valley Long Distance Commuter Needs Assessment

Final Report: Executive Summary

December 2009

Nelson\Nygaard
consulting associates

Introduction/Background

The Victor Valley Long Distance Commuter Needs Assessment provides a comprehensive analysis of the commute habits and needs of residents living in the Victor Valley who work in various locations accessed by the Interstate 15 corridor and Cajon Pass. The study analyzed and tested, from an opinion perspective, various commute strategies to meet the needs identified through the course of the study. The major focus is the I-15 corridor, which links the study area with the valley portion San Bernardino County, as well as destinations in Riverside, Los Angeles and Orange Counties. The corridor is a major travel route and experiences significant congestion during peak commuting hours. The study was commissioned in response to continuing concerns from Victor Valley residents that the area lacks alternatives for long distance commuters, forcing single occupant commutes in the congested I-15 corridor.

The study was conducted under the guidance of a steering committee with members representing SANBAG, San Bernardino County, VVTA Board of Directors, VVTA staff, the cities of Victorville, Hesperia, Apple Valley and Adelanto, as well as two citizen long-distance commuters.

Recommendations

Forty-five to fifty percent of employed people who reside in Victor Valley make long commutes to worksites outside the "Valley." However, even with a substantial market, there are significant obstacles to the successful operation of any potential public transportation alternates. Most significantly, long distance employment is very dispersed across the entire Los Angeles Basin, with people commuting to worksites as far away as San Diego County. Many employers are relatively small, meaning that many Victor Valley residents likely do not work in relative proximity to their residential neighbors. A further contribution to the dispersion is that only 25% to 30% of all Victor Valley households contain a person who works outside the Valley. As a result, the study found that many daily commuters view public transportation as an impractical commuting option.

It is important to recognize that the acceptance and attitudes toward public transit services are shaped based on the current context of the commute. There are few Victor Valley long distance commuters who consider their current commute intolerable. Should the context change substantially; commute time suddenly doubles, congestion substantially increases the variation in travel time, or fuel prices skyrocket, it is postulated that the perception of transit alternatives would change to a greater degree of desire and acceptance.

The recommendations summarized below form a service introduction program consisting of six steps that could be phased over a period as long as ten years. Steps can overlap and be taken out of order, however the order is intended to build and reinforce the market for non-single occupant commute choices.

Phase 1 – Enhance Park and Ride Facilities in Victor Valley

Develop as many as 1,000 new park and ride spaces over the next 10 years. This would also include full paving and improved lighting, signing, security and enforcement of current lots. Efforts to arrange, fund, and construct this strategy objective are already in progress.

Phase 2 – Enhance Vanpool, Carpool, and Flex-commute Options

Place greater emphasis on non-SOV travel by providing expanded emphasis on vanpooling and enhanced rideshare. It must be noted that SANBAG, as the local Transportation Demand Management organization has done a superlative job of enrolling people in non-SOV commute

modes in a very difficult and complex commute environment. Specific recommended measures include:

- Maintenance of the current rideshare matching program being conducted by SANBAG.
- Pilot program for social marketing of TDM alternatives based on residence location.
- Increased marketing of ridesharing matching services at the residential end of the trip.
- Emphasis on emergency ride home benefits.
- A more aggressive program to subsidize vanpool usage.
- Pilot program with willing employer(s) to create a tele-commute program.

Phase 3 – Casual Vanpooling

Fill empty seats on existing vanpools with commuter passengers with similar location and temporal objectives, but on a daily, or temporary, basis.

Phase 4 – Worker-Driver Express Buses

Worker-driver buses employ part-time operators who work full time for an employer in the target service area. Possible applications of the concept include destination areas such as San Bernardino, Loma Linda, Ontario, and Rancho Cucamonga.

Phase 5 – Express Bus

Express bus service linking Victor Valley with San Bernardino. A logical first step for this may be a new route which begins when the Omnitrans “E” Street sbX begins operation.

Phase 6 – Express Bus Expansion

Express service from Victor Valley to the Metrolink system at Rancho Cucamonga or Montclair.

Funding

Funding commuter service improvements will be challenging. Victor Valley has chosen to invest its portion of Measure I funds and Local Transportation Funds (LTF) in other modes and local transit service. That is a choice that was made by policy makers who considered the full range of alternative transportation needs in the region. However, few outside funding sources, especially for on-going operations, are available at either the state or federal level. Federal funds, such as Congestion Management and Air Quality Funds (CMAQ) will likely be available to fund small capital acquisitions. But an on-going source of operating funds must be identified.

Information

It is apparent that local citizens do not understand how the Metrolink commuter rail system is organized and funded or why it does not serve Victor Valley. This lack of understanding makes it difficult to engage local citizens in any discussion of realistic, cost-effective commute alternatives. The study strongly suggests that local officials develop an effective strategy to explain Metrolink's structure and funding. It is further recommended that a strategy be launched to assess the feasibility and costs of Metrolink service to Victor Valley. This study preliminarily identified several issues that need further exploration and expertise in commuter rail operations.

Existing Conditions

Current public transportation services operating in the Victor Valley and surrounding communities offer local connectivity, however, services connecting to San Bernardino, Riverside, and beyond are very limited. The study summarizes the public transportation services and facilities that are available to area residents, it also includes a summary of the former "Down the Hill" commuter express service and an inventory of Victor Valley's current 550 park and ride spaces.

The Future

The Victor Valley is expected to grow significantly over the next 20 years, adding an expected 230,000 new residents. Likewise, employment in the Victor Valley will add about 60,000 new jobs, a growth rate of about 70%. Even with this growth, density of population and employment will remain comparatively dispersed when contrasted with the valley area of San Bernardino County. In addition, the jobs/housing balance, i.e. more occupied housing units than full time jobs, will continue to favor a high proportion of long distance commuter residents in Victor Valley.

Public Outreach

The project was unique in that public involvement relied up on non-traditional means to achieve a reasonable degree of contact with a broad spectrum of the public. This approach was necessitated by the relative lack of time availability of the area's long distance commuters. Early in the study a statistically valid household telephone survey was accomplished with nearly 1,000 households contacted and 240 surveys completed with long distance commuters. This survey served to confirm data collected in the 2000 Census and provided the study team with long distance commute habits and preferences about commute alternatives.

The second public outreach effort was used to test various commute alternatives. It took the form of a project website (www.VictorValleyCommute.com) and an on-line survey. Over 400 people completed the on-line survey. The website and survey were publicized through press releases, park and ride lot windshield notices, fliers in many public locations and links through study partner websites. The website also included an on-line bulletin board that allowed people to exchange views with others interested in the project. Commute habit profiles were collected from the on-line survey participants, as well. Interestingly, the profile was very parallel to the results of the household survey. The recommendations discussed earlier are very consistent with the views and preferences of the long distance commuters contacted through these outreach efforts.

Points of Information

- Roughly 50% of households have one member working full-time, or was working full-time and is currently looking for employment, see Figure ES-1. About 25% of households in the Victor Valley area have at least one member (or a member looking for employment) commuting to work outside the Valley area.
- Overall, 76% of respondents drive alone while 21% carpool (See Figure ES-2 below). When asked, 77% of respondents said their commute is easy or moderate while 23% said it is difficult. Overall, most commuters seem to be satisfied with their current range of commute options.
- Of people who commute to jobs outside Victor Valley (see Figure ES-3): 60% commute to places within San Bernardino County, split with 15% headed north and west and 45% with destinations in the Valley, 23% to Los Angeles County, 10% to Riverside County, 7% to Orange County or other.

Figure ES-1 Employment Status by Household

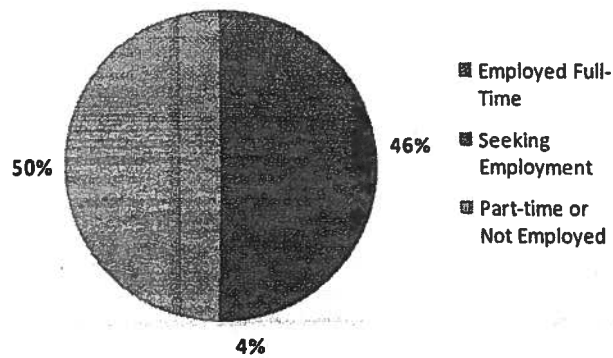


Figure ES-2 Commute Mode-Split

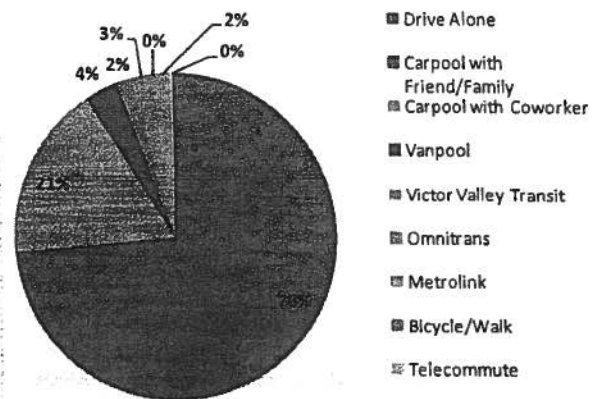
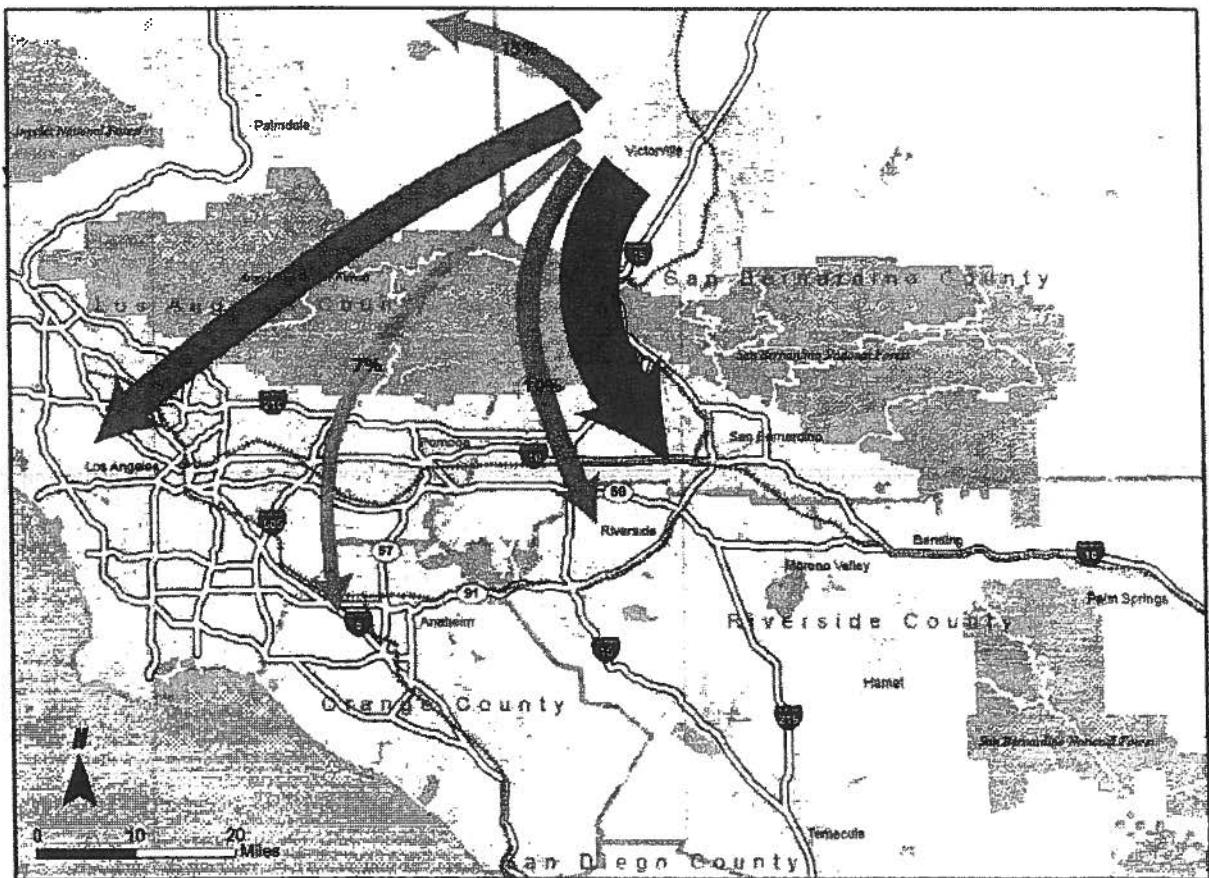


Figure ES-3 Major Commute Destinations of Victor Valley Workers in the LA Region



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 17

Date: March 3, 2010

Subject: Findings from the September and October 2009 Transportation Development Act Unmet Transit Needs Public Hearings

Recommendation:* Adopt Resolution 10004 of the San Bernardino County Transportation Commission Adoption of Unmet Transit Needs Findings for the Public Hearings held in September 2009.

Background: During September and October 2009, SANBAG, acting as the County Transportation Commission, held three public hearings for the Mountain/Desert Region in San Bernardino County in response to the Transportation Development Act (TDA) requirement to obtain testimony regarding unmet transit needs that can be reasonably met (PUC §99238.5 and 99401.5) by establishing or contracting for new public transportation or specialized transportation service or by expanding existing services. The first and second meetings were held on September 21, 2009 in Victorville and Big Bear City the third meeting was held on October 22, 2009 in Twentynine Palms. The governing bodies of the Victor Valley Transit Authority, Mountain Area Regional Transit Authority and the Morongo Basin Transit Authority served as the hearing boards.

Attachment A is Resolution 10004 that contains the formal findings from the public hearing process. Attachment B provides the definitions of "unmet transit needs" and "reasonable to meet" adopted by the Commission on July 1, 2009. The definitions have been used to determine the recommended formal findings

*

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

contained in Resolution 10004. Attachment C provides a summary of the testimony received and recommended staff response.

Upper Desert Region

Victor Valley

The testimony received in the Victor Valley region addressed service frequency and coverage area, requesting more frequent service and a larger coverage area. Between FY 08-FY10 VVTA has increased its service hours by 25% across the Victor Valley region, going to 30 minute frequencies on core routes during peak periods. Several comments addressed the desire for later evening service and Sunday Service in the Victor Valley area. SANBAG does anticipate conducting a comprehensive operational analysis during the next eighteen months to reassess the Victor Valley's transit demand patterns and service requirements

Barstow

We received comments in reference to long waits for the shared ride services and having buses routed into Newberry Springs. Barstow Area Transit has been working on implementing significant changes to its service which includes changes to the shared ride services and structured deviated fixed route service for Newberry Springs. These improvements should be in place by February 2010.

Mountain Area

Testimony received in the Mountain region included requests for additional connections for seniors from more remote areas and voucher programs for seniors to help pay for service. SANBAG is developing a Rural Connectivity Plan that will address ways to support these types of longer distance trips. There were comments in reference to Big Bear Dial a Ride service and the need for more service, longer evening service and better down the hill coordination. SANBAG does anticipate funding a Comprehensive Operational Analysis for MARTA within the next eighteen months that will take a look at current service delivery and structure in addition to a technology plan currently being developed.

Lower Desert

Several comments received were in reference to service in the outlying communities of the Morongo Valley as well as requests for more Saturday service. These service requests will be taken into consideration with a Comprehensive Operational Analysis of the MBTA in the upcoming fiscal year.

Other comments included the request for local and long distance medical trips and these issues will be covered through SANBAG's developing Rural Connectivity Plan.

Many service complements were also received and are always appreciated by MBTA.

All Service Areas

Many comments were received in reference to the continuation and expansion of the San Bernardino County Department of Aging and Adult Services (DAAS) run "TREP" (Trip Reimbursement Escort Program). SANBAG is currently working in partnership with DAAS and County Department of Public Works to see where and to what extent the TREP program can be expanded to help address the more remote and isolated areas in the county and SANBAG has made a determination that this program should continue to receive funding through the reauthorization of Measure I funding.

There was no testimony received from the Needles area.

The responses to the testimony and preliminary findings presented at the Public and Specialized Transportation Advisory and Coordinating Council (PASTACC) on December 15, 2009. The PASTACC concurred with the preliminary findings. The summary of testimony and formal findings will be presented to the hearing boards as follows:

MARTA	-	February 16, 2010
MBTA	-	February 18, 2010
VVTA	-	February 23, 2010

Financial Impact: This item has no direct impact on the adopted budget. The Commission is responsible for administering the Transportation Development Act funds for San Bernardino County, including conducting the unmet transit needs public hearings and adoption of formal findings in response to the testimony received. Funding for the expenses associated with this activity is provided for under Task 50210000 TDA Administration.

Reviewed By: This item was reviewed by the Mountain/Desert Committee on February 19, 2010 and unanimously recommended for approval.

Responsible Staff: Beth Kranda, Transit Analyst
Mitch Alderman, Director of Transit and Rail

ATTACHMENT A

RESOLUTION NO. 10004

RESOLUTION OF THE SAN BERNARDINO COUNTY TRANSPORTION COMMISSION ADOPTION OF UNMET TRANSIT NEEDS FINDINGS FOR THE HEARINGS HELD IN SEPTEMBER 2009

WHEREAS, the San Bernardino County Transportation Commission (SANBAG) is the designated transportation planning agency for San Bernardino County, and is therefore, responsible for the administration of funds under the Transportation Development Act (TDA), as amended; and

WHEREAS, SANBAG had adopted definitions of "unmet transit needs" and "reasonable to meet" during its regular meeting of July 1, 2009; and

WHEREAS, SANBAG conducted three public hearings in September 2009 to obtain testimony regarding unmet transit needs in the Mountain/Desert region of San Bernardino County; and

WHEREAS, SANBAG has given consideration of the testimony received during the public hearing process pursuant to PUC Section 99238 and 99401.5; input from the Public and Specialized Transportation Advisory and Coordinating Council (PASTACC), the advisory council established pursuant to PUC Section 99238; and adequacy of public and specialized transportation contained in the most recently adopted Regional Transportation Plan; and the analysis of potential alternative public and specialized transportation service that would meet all or part of the transit demand;

NOW, THEREFORE BE IT RESOLVED, the Board of Directors of San Bernardino County Transportation Commission hereby finds that;

1. There are no unmet needs that can be reasonably met within the Upper Desert Region of San Bernardino County provided that:

A. SANBAG completes a Comprehensive Operations Analysis of VVTA and implement any recommended changes

B. Continue funding, through the reauthorization of Measure I, of the San Bernardino County Department of Aging and Adult Services TREP (Trip reimbursement escort program) for the Upper Desert.

2. There are no unmet transit needs that can be reasonably met within the Mountain Region of San Bernardino County provided that:

A. SANBAG completes a Comprehensive Operational Analysis of MARTA and implement any recommended changes.

B. SANBAG and the County of San Bernardino Public Works continue to work on a Rural Connectivity plan to address the transit needs of the remote areas of the county and take under consideration of expansion of the TREP program to include remote mountain areas.

3. There are no unmet transit needs that can be reasonably met within the Morongo Basin Lower Desert portion of San Bernardino county provided that:

A. SANBAG completes a Comprehensive Operational Analysis of MBTA and implement any recommended changes.

B. Continue funding, through the reauthorization of Measure I, of the San Bernardino County Department of Aging and Adult Services TREP (Trip reimbursement escort program) for the Morongo Basin and Lower Desert area.

Approved by the Board of Directors of the San Bernardino County Transportation Commission at a regular meeting thereof held this March 3, 2010.

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

Attachment B

Definitions of “Unmet Transit Needs” and “Reasonable to Meet” Adopted by the San Bernardino County Transportation Commission Board of Directors on July 2, 2008

Unmet Transit Needs: Unmet transit needs are any deficiency in the provision of public transit service, specialized transit service or private for-profit and non-profit transportation.

Reasonable to Meet: Reasonable to meet is a determination to be made based upon the following guidelines, performance and financial standards:

- A. Community acceptance** – The proposed service has community acceptance and support as determined by the Unmet Transit Needs public hearing record, the inclusion of adopted programs and plans, the adoption of governing board positions and other existing information.
- B. Timing** –
 - 1. The proposed service shall be in response to an existing rather than future need.
 - 2. The proposed service shall be implemented consistent with the timing for federal and state grant approval if such a grant is the most appropriate primary method of funding.
- C. Equity** – The proposed service shall:
 - 1. Not unreasonably discriminate against or in favor of any particular segment of the community.
 - 2. Not result in reduced service levels for other parts of the transit system that have equal or higher priority.
 - 3. Require a subsidy per passenger generally equivalent to 120% of similar services being operated within the first two full fiscal years of operation unless overriding reasons so justify

D. Cost effectiveness – The proposed service shall:

1. Not duplicate other existing transportation services or resources.
2. Consider opportunities for coordinating among adjoining public entities or with private transportation providers and/or funding agencies in order to maximize existing resources (including financial) as well as legal or customary responsibilities of other entities such as social service agencies, religious organizations and schools.
3. Not adversely affect the operator's ability to meet the required ratio of fare revenue to operating cost after two full fiscal years of operation.
4. Meet a productivity level of 80% of the average number of passengers per hour for similar services being operated within the first two full fiscal years of operation unless overriding reasons so justify.

E. Operational feasibility – The proposed service must be safe to operate, including the operation of vehicles on adequately maintained roadways.

ATTACHMENT C

San Bernardino Associated Governments Transportation Development Act – Unmet Transit Needs Public Hearing Victor Valley Subarea – September 21, 2009

	<p>Service Frequency and Coverage</p> <p>Victorville –</p> <ul style="list-style-type: none"> Would like to see additional 30 minutes service throughout the system so that people can get more easily to schools and doctors' appointments. <i>Robin Hardesti, High Desert Homeless, Victorville</i> Victorville & Apple Valley - Would like to see 30-minute frequency on Rt. # 52 and #41. <i>Terry Martini, Adelanto</i> Would like to see more routes in the Victorville area. <i>Evelyn Tercero, Victorville</i> Requesting bus down Ridgecrest to Mojave Narrows Regional Park, at least once in morning with return in evening. <i>Debbie Mills, Victorville</i> 	<p>Over the past three years, between FY 08 and FY 10, VVTA has increased its service hours by 25% across the Victor Valley region, going to 30 minute frequencies on core routes during peak periods and adding the Route # 48 (Main Street Hesperia to the SuperTarget) and #54 (West Victorville circulator), a deviated fixed-route service.</p> <p>VVTA's current 2010-2014 SRTP outlines very little additional service coverage. SANBAG does anticipate a comprehensive operational analysis to be conducted during the next eighteen months to reassess the Victor Valley's transit demand patterns and service requirements and to update existing and develop new service plans. These requests will be reviewed through that process.</p> <p>Closest stop to Hook/Amethyst is near Hook/El Evado and is almost 1 mile. However, currently there are no plans to expand service to this area.</p> <p>Hook/Mojave are parallel streets, nearest stop is Hook/El Evado probably more than ½ mile. Again, there are no plans to expand service to this area at this time. Further review of these could be addressed in the anticipated comprehensive operational analysis.</p>
<p>Victorville</p> <ul style="list-style-type: none"> Counselor requesting a bus route to Hook/Amethyst for clients who need to ride the bus. <i>Sergio Perez, Victorville</i> Hook & Mojave. Difficult for elderly woman to walk 2 miles to closest stop. <i>Maria Baker, Victorville</i> 		

revision 12/20/09

**San Bernardino Associated Governments
Transportation Development Act – Unmet Transit Needs Public Hearing
Victor Valley Subarea – September 21, 2009**

<p>Service Frequency and Coverage</p> <p>Victorville –</p> <ul style="list-style-type: none"> ▪ Would like to see additional 30 minutes service throughout the system so that people can get more easily to schools and doctors' appointments. <i>Robin Hardesti, High Desert Homeless, Victorville</i> • Victorville & Apple Valley - Would like to see 30-minute frequency on Rt. # 52 and #41. <i>Terry Martini, Adelanto</i> ▪ Would like to see more routes in the Victorville area. <i>Evelyn Tercero, Victorville</i> ▪ Requesting bus down Ridgecrest to Mojave Narrows Regional Park, at least once in morning with return in evening. <i>Debbie Mills, Victorville</i> 	<p>Over the past three years, between FY 08 and FY 10, VVTA has increased its service hours by 25% across the Victor Valley region, going to 30 minute frequencies on core routes during peak periods and adding the Route # 48 (Main Street Hesperia to the SuperTarget) and #54 (West Victorville circulator), a deviated fixed-route service.</p> <p>VVTA's current 2010-2014 SRTP outlines very little additional service coverage. SANBAG does anticipate a comprehensive operational analysis to be conducted during the next eighteen months to reassess the Victor Valley's transit demand patterns and service requirements and to update existing and develop new service plans. These requests will be reviewed through that process.</p>
<p>Victorville</p> <ul style="list-style-type: none"> ▪ Counselor requesting a bus route to Hook/Amethyst for clients who need to ride the bus. <i>Sergio Perez, Victorville</i> • Hook & Mojave. Difficult for elderly woman to walk 2 miles to closest stop. <i>Maria Baker, Victorville</i> 	<p>Closest stop to Hook/Amethyst is near Hook/El Evado and is almost 1 mile. However, currently there are no plans to expand service to this area.</p> <p>Hook/Mojave are parallel streets, nearest stop is Hook/El Evado probably more than ½ mile. Again, there are no plans to expand service to this area at this time. Further review of these could be addressed in the anticipated comprehensive operational analysis.</p>

revision 12/20/09

Victorville

Bus does not travel on Mariposa Road between Bear Valley Road and Nisqually in Victorville.

Jeanna Marino, Hesperia

Route 45 used to travel on that stretch of Mariposa where there are few transit-oriented destinations. It is a frontage road along the highway (west side) and service is not likely to be returned, although the discount movies attract some patronage.

Apple Valley Service Coverage

Desire bus route along Apple Valley Road, including between Bear Valley and Hwy 18: traveling now requires transfers and walking far distances to get to bus stops.

*Ralph Johnson, Apple Valley
Barbara Signorell, Apple Valley
Joan Miller, Apple Valley*

As noted above, VVTA's current 2010-2014 SRTP outlines very little additional service coverage. SANBAG does anticipate a comprehensive operational analysis to be conducted during the next eighteen months to reassess the Victor Valley's transit demand patterns and service requirements and to update existing and develop new service plans. These requests could be addressed through that process.

Requesting that Route 23 be re-instated back onto Hwy 18 by Central and not travel down Bear Valley—more riders need it on Hwy 18.

Michael Walton, Apple Valley/Lucerne Valley

Apple Valley - Near Yucca Loma and Apple Valley Road for son who has to walk/ride bike 3 miles to nearest stop.

Carlos De Miguel, Apple Valley

Deviation Service -- Rt 40 deviates to Otoe/Dale Evans Pkwy. Please call VVTA dispatch to confirm Deviation Service pickups at: 760-244-4000.

Apple Valley - Otoe/Dale Evans Pkwy. to serve a senior complex there.

Alec Navarrete, Apple Valley

Deviation Service -- Nearest stop is Central/Thunderbird. However, Rt 40 does deviate $\frac{3}{4}$ of a mile which may get the route close enough for walk/bike. Please call VVTA dispatch to confirm Deviation Service pickups at 760-244-4000. Fare is an additional \$2.00 one-way for adults and students and only \$1 for seniors and persons with disabilities.

Requests that Route 40 be extended to Joshua and Zuni Roads.

Lawrence Mors, Victorville

<p>Hesperia Service Coverage – School-Related Transportation</p> <p>Would like to see a bus providing access from Hesperia to Escondido/Rancherías for students at Oak Hills High School <i>Ann Fisher, Hesperia</i> <i>Keanan Giles, Hesperia</i></p> <p>Would like all busses to run earlier to make it safer for students traveling to High School. <i>Jeanna Marino, Hesperia</i></p>	<p>There are no plans to expand service to these areas at this time. VVTA is prohibited by Federal regulation from providing explicitly school-bus oriented transportation.</p> <p>It is possible that the school bell times and the bus stop time points are not well matched. It is difficult for regional transportation providers to ensure that they hit all schools at or near the bell times. With schools cutting so much bus service, school administrators are encouraged to consider adjusting class schedules to meet existing transit bus schedules whose timing is governed by a range of regional connections and time point requirements. General coordination of VVTA services with area schools could be considered in the planned comprehensive operational analysis.</p>
<p>Hesperia Service Coverage</p> <p>Lacking bus service in Hesperia on Hesperia Road. <i>Jeanna Marino, Hesperia</i></p>	<p>This request could be considered as part of the planned comprehensive operational analysis.</p>
<p>Adelanto – Bus Stop Request</p> <p>Closer stops to schools in Adelanto—many children have to walk 2-3 miles from bus stop to school. <i>Rex Webster, Adelanto</i></p>	<p>Likely bus stop requested is on Bellflower at Holly which has soft dirt shoulder and has been identified as an unsafe for a bus to pull into by Highway Patrol/ local police as the highway is very narrow at this location. This request could be considered as part of the next call for projects for Article 3 path of travel funding.</p>
<p>Amenities Needed</p> <ul style="list-style-type: none"> • Hesperia - Would like to see stop at Santa Fe reinstated. <i>Frances Bullock, Hesperia</i> ▪ Adelanto- Solar lighting needed at Stevens and Kemper – very dark in the early mornings and concerns for safety. ▪ Adelanto - Solar lighting and bench needed at Mojave on Rt. #31 <i>Terry Martini, Adelanto</i> <i>Robin Hardesti, High Desert Homeless, Victorville</i> 	<p>This bus stop was re-instated with the change of Rt. 46</p> <p>Since the public hearing, planned improvements were installed at both of these stops including a solar light at each and a bench at the Mohave Road bus stop.</p>

<p>Bus Stop Requests</p>	<p>Notably, the purchase and placement of bus stop amenities are the responsibility of the local jurisdictions. VVTA works with its member cities to assist with funding, when possible.</p> <p>VVTA has provided a solar light to the Town of Apple Valley for their installation, planned for this bus stop.</p> <p>The Town of Apple Valley does plan to proceed here with some bus stop facilities where these can be located allowing for the safety of both pedestrians and buses. Lack of sidewalks does make this more difficult.</p> <p>SANBAG has just let contracts for sidewalk and road improvement funding available through Transportation Development Act/ Article 3. These and other similar requests can be collected towards the next Article 3 Call for Projects, probably in 2011. Additionally, when VVTA installs its new passenger counting technology, on-board the vehicles, it will be better able to prioritize the higher-use stops and ensure that they are targeted for bus stop improvements first.</p>	<p>As noted above, bus stop improvements are the responsibility of local jurisdictions. VVTA works with its member cities to assist with funding, when possible.</p> <p>Additional bus stop improvement funding that focuses on accessibility issues could be pursued through Section 5317, New Freedom funding. This Call for Projects is likely to be let Spring 2010 through SANBAG.</p> <p>This bus stop was moved from Bear Valley Road to 2nd/ Jasmine to improve accessibility, given that there is a sidewalk there.</p>
<p>Apple Valley - Solar lighting needed at St. Timothy at Acoma. <i>Terry Martini, Adelanto</i></p>	<p><i>Robin Hardesti, High Desert Homeless, Victorville</i></p> <p>Apple Valley - Need stops along certain section Rts/ # 43 and #47 that have stops in one direction but not in the other direction. <i>Florence Macy, Apple Valley</i></p> <p>Apple Valley -- Near 24 Hours Fitness and Cinemark Movies at Jess Ranch Center. Stop at Bear Valley is not close enough. <i>Sam Martinez, Apple Valley</i></p>	
<p>Victorville -- On Arlette and Seneca for Route #52 <i>Ruby Kennedy, Victorville</i></p>	<p>Shelter Received - Wishes to thank VVTA for the new bus stop of Arrowhead between Yates and Greentree. A shelter there would benefit seniors in the area. <i>Wanda Fsielar, Victorville</i></p>	
<p>Path-of-Travel and Bus Stop Accessibility</p>	<ul style="list-style-type: none"> ▪ Roy Rogers/ Walmart stop is not accessible; passengers load and unload in dirt; needs a concrete pad. ▪ Need better walking options/ more sidewalks. ▪ Need concrete pads for loading wheelchairs at: Rancherias -- Rt# 41 westbound; at Acoma -- Highway 18 northbound; at Tao <i>Terry Martini, Adelanto</i> ▪ Bus stop on 2nd at Bear Valley Road should be moved 25 feet onto concrete; area can be made accessible. <i>Florence Macy, Apple Valley</i> ▪ <i>Julie Williams, Rolling Start, Victorville/San Bernardino</i> 	

Later Evening Service

Would like service to stop at 9 pm instead of 8 pm because movies let out after 8 pm.

Albert Laning, Victorville

Sunday Service

Would like to see Sunday service for people who work on Sundays, e.g. retail or to attend church services and activities.

*Robin Hardesti, High Desert Homeless, Victorville
Julie Williams, Rolling Start, Victorville/San Bernardino
Thomas McCleoc, San Bernardino*

Has been requesting Sunday service for years to no avail.

Evelyn Tercaro, Victorville

Requesting Sunday service. New to area and waited at stop 1.5 hours until informed that there was no service on Sundays.

Elegant Scott, Hesperia
Would like Sunday service along route 53 to attend church.

Albert Laning, Hesperia

Would like to see busses run on Sundays for people who attend church or religious reasons.

*Anita Acosta, Adelanto
Jeanna Marino, Hesperia*

Commuter Service

Would like to see restoration of commuter service between Victorville and the San Bernardino Valley for work trips and so that individuals can get to human services appointments in the San Bernardino Valley.

Julie Williams, Rolling Start, Victorville/San Bernardino

Would like to see the VVTA commuter reinstated for those who need to get down-the-hill and return in the evening

*-Kenneth Robinson, Victorville
-David Rivera, Hesperia*

Added evening service and Sunday service feasibility are among the issues that could be considered within the planned Comprehensive Operational Analysis to be conducted during the next eighteen months.

A 10-month Victor Valley Commuter Services Feasibility Study is almost complete and will be recommending a robust van pool program to be administered by VVTA. Unfortunately a casual van pool program, of the sort that might be useful to individuals traveling to human services appointment is not among the recommendations of this work-focused study effort. Resuming commuter bus service between the Victor Valley and various San Bernardino Valley destinations was explored in the study but are not feasible at this time, in relation to service costs and ridership demand.

The full study can be viewed at: www.victorvalleycommute.com

<p>Direct Access Services -- Long Waits/ Service Unavailable</p> <ul style="list-style-type: none"> ▪ Waits are too long for Direct Access. It can be up to 45 minutes to transfer from deviated to fixed route service. <i>Julie Williams, Rolling Start, Victorville/San Bernardino</i> ▪ Attempted to request ride to hearing -- left message day-before (Sunday) for pick-up to hearing. No one returned call; customer called and was told service was full and no van available; Had to take a taxi to get to the hearing. <i>Carolyn Kurisu, Hesperia</i> 	<p>Phase II of VVTA's intelligent transportation systems (ITS) installation will include software to better coordinate transfers between fixed route service and deviated service. Implementation of this second phase is anticipated within the next 18 months.</p> <p>VVTA general manager personally apologized to Ms. Kurisu for the lapse in service quality, regretting the inconvenience. VVTA reimbursed Ms. Kurisu for the cab fare, also ensuring she was returned home in a timely manner.</p>
<p>Direct Access Services -- Fares</p> <ul style="list-style-type: none"> ▪ Mini zone fares are too high; zone fees are difficult for people suffering from budget cuts. <i>Julie Williams, Rolling Start, Victorville/San Bernardino</i> ▪ Requesting no fare increase; fares of \$4.50 per trip are too high; in Washington state it was \$2 a trip. Would take over \$250 a month to take grandson to school and other activities. If this is a Federal mandate, why does it cost so much. <i>Carolyn Kurisu, Victorville</i> ▪ Taking Direct Access in some areas can cost more than riding the bus. <i>Jeanna Marino, Hesperia</i> 	<p>Currently VVTA's fare structure adds \$2.50 per zone for Premium ADA trips, those trips that originate or end outside of the Federally required ¾ mile zone. It does become expensive for riders who live or travel outside the ¾ mile service area of fixed routes services that are served by Direct Access at the base fare. This zonal surcharge is necessary to ensure that VVTA is able to afford to provide these longer-distance trips and that it meets its minimum farebox contribution to overall costs. The law requires that riders make up at minimum of 10% of the overall costs of this heavily subsidized service. VVTA is only required by federal mandate to provide service within ¾ mile of its fixed routes yet VVTA goes well beyond the federal requirements but at additional cost to passengers.</p>
<p>Funding</p> <p>Would like the funding for Access Service to continue—it the ONLY form of transportation for all types of needs that handicapped people have. <i>Nancy Gargiulo, Victorville</i></p>	<p>Funding for the overall ADA program is not in jeopardy, although transit services around California, including VVTA, and elsewhere in the country are managing decreased revenues as ridership generally has declined during this current economic environment. That said, service beyond the ¾ mile envelope of fixed-route services remains discretionary, and could be subject to cut-backs although there are no such current or future plans at this time.</p>

Phelan Service Coverage

More deviated service in Phelan on Rt. #21. Bus is always booked.

-John Cano, Phelan

Would like to see service available from Phelan to Hesperia: down Phelan Rd. to Main St. and the new development near 115 and east.

-Karen Wilcher, Phelan

Phelan - Wrightwood - .-Route 21 at Mountain Top Restaurant at Hwy 138/Hwy. 2 to the Wrightwood Mtn. Resorts—would be easier for everyone during winter and restaurant is open daily from 6 am – 9 pm.

David Roberts, Wrightwood

Barstow Area Services – Daggett and Newberry Springs

- BAT services usually a long wait – 2 ½ hour wait for last trip; last one to be picked up on the service (after other shared-ride users) and vehicle runs very late.

- Need new vehicle; vehicle complaints.

- Drivers' are oversized and can't fit into seats.

- Heard new services are coming from Newberry Springs.

Mark Stott, Barstow

Would like one bus routed into Newberry Springs for the elderly and disabled only. Non county-maintained roads are a hindrance for those with prosthetics, wheel chairs, etc.

-Harry Huginine, Newberry Springs

Service to Phelan, inclusive of Wrightwood and Piñon Hills could be considered for review by the planned comprehensive operational analysis

Barstow Area Transit anticipates a number of service changes to be implemented not long after the fist of the year, some which will serve to improve service but also help to ensure that the overall program stays within its budgetary limits.

SANBAG anticipates that a significant short-range planning process will also be conducted this spring and summer to further address various operating and financial challenges that BAT services confront.

High Desert Communities – DAAS Survey

SANBAG received a survey, including letters from residents of various high desert communities requesting continuing and expanded transportation assistance through the TREP program for medical, personal errands, shopping, banking and other necessary obligations, including rehabilitation sessions.

Survey respondents included: 3 from Lucerne Valley; 2 from Baker; 1 from Joshua Tree; 1 from Red Mountain

SANBAG is working with the County Dept. of Public Works to see where and to what extent the TREP program can be expanded during the coming year, to help address the mobility needs of those in isolated rural communities. It remains a very cost-effective program, with its model of providing a modest mileage-based incentive reimbursement to volunteer drivers willing to transport their neighbors to critical health and social services destinations.

El Mirage Follow-up from Prior Unmet Needs

From last year's unmet needs hearing process, residents expressed concern about transportation needs of the El Mirage community and the desire for extension of VVTA services to the El Mirage community center.

SANBAG and the County Dept. of Public Works met with El Mirage community members and have been working towards various transportation alternatives that could address expressed needs and accommodate the finding from 2009 that the County develop some sort of limited rural connectivity plan.

With the cooperation of DAAS, County DPW and SANBAG, a new program called TREP-Work will commence in January 2010, providing a limited transportation option to help connect El Mirage residents with their nearest VVTA bus stop. This is modeled after the TREP mileage-reimbursement program.

It is a finding of this process that SANBAG and the County DPW continue to monitor the TREP program, both its new El Mirage facet and its implementation elsewhere around the County to determine whether its levels of funding are adequate and whether additional needs that are reasonable to meet are identified.

Draft

**San Bernardino Associated Governments
Transportation Development Act – Unmet Transit Needs Public Hearing
Mountains Subarea/ Big Bear and Crestline – September 21, 2009
Big Bear Lake City Hall**

<p>Crestline/ Crest Forest</p> <p>Request service to Crest Forest for senior citizens, including voucher program for seniors to help pay for transportation. Some service needs down-the-hill as well. <i>Penny Shubnell, Crest Forest Senior Citizens Club, Crestline</i></p> <p>Would like to travel from Crest Forest to Big Bear, even once a week. Desire door-to-destination transportation that would not require a transfer. Some off-the mountain transportation needs exist, for riders who cannot transfer between buses. <i>Virginia Vine, Crest Forest Women's Club, Crestline</i></p>	<p>SANBAG is developing a <i>Rural Connectivity Plan</i> that may provide, if not funding, at least a rationale by which to pursue additional funding to support these types of long distance trips.</p>
<p>Big Bear Valley Dial-a-Ride Service</p> <p>Long waits for dial-a-ride service on weekends. Need additional dispatcher assistance. <i>Charles R. Encinas, Big Bear City</i></p> <p>Dial-a-ride seems to be overlooked and increasingly not on time. Possibly a dispatching problem Need a second bus at peak hours. Arrives one hour late sometimes. Drivers are courteous and kind. <i>Elizabeth Provis, Big Bear Lake</i></p> <p>Need another dial-a-ride bus. Having difficulty getting to appointments on time. <i>Robin Herendich, Big Bear Lake</i></p>	<p>These service requests can be considered in an anticipated review of MARTA's services planned for 2010. This will involve a comprehensive assessment of the service area and its mobility needs to prepare a five-year plan that anticipates the population's growth and the current demand for services. This five-year plan will recognize the funding levels available to MARTA which were reduced during this recessionary period when overall sales taxes and state revenues dropped precipitously.</p> <p>Additionally, there is a technology plan developing for MARTA to use in dispatching its dial-a-ride services. These new tools should help to address issues raised here and are expected to be in place by early 2010. It is unlikely that additional vehicles in service can be added at this time as the ridership levels and fare box received is not sufficient to support increased revenue hours.</p>

<p>Later Evening Service</p> <p>Snow Summit -- Requesting later service in the winter time to assist those working at Snow Summit. The last loop to the North Shore is not late enough to accommodate work schedules. <i>Steven Thorne, Big Bear Lake</i></p> <p>On behalf of consumers of the Inland Regional Center, would like to see extended evening service:</p> <ul style="list-style-type: none"> - between Snow Valley and Running Springs this winter, after 6 p.m. to accommodate work trips. - evening service in Lake Arrowhead after 6 p.m. <i>Rebecca Girvin, Inland Regional Center</i> 	<p>The span of the service day will also be under consideration for MARTA's comprehensive service review referenced above and planned for 2010.</p>
<p>Down-the-Hill Service Coordination</p> <p>Would like to see better linkage to Loma Linda University Medical Center for area residents who use MARTA buses to medical services there. Better coordination with Omnitrans needed. <i>Beverly Rios, Blue Jay</i></p>	<p>MARTA does have a cooperating agreement with Omnitrans for vehicles to meet, and riders transfer, at the current 4th Street transfer location. The new SBX (bus rapid transit) that is planned for 2013 will travel directly to Loma Linda Medical Center and MARTA services will feed into that.</p>
<p>Would like the Rim Off-the-Mountain Bus to once again connect, on time, with the Metrolink Inland Empire/Orange County Line. <i>D. Hogan, Twin Peaks</i></p>	
<p>Transfers</p> <p>Desires improved transfer arrangements between Boulder Bay and Mountain Meadows. Currently requires two fares to travel between Irwin Lake and Sugarloaf. <i>Ed Cockrell, Sugarloaf</i></p>	<p>The operator anticipates reviewing service operations to determine how this transfer can be more easily made by riders traveling between Irwin Lake and Sugarloaf.</p>
<p>Public Transit Funding</p> <p>Please continue to fund public transportation in safe, efficient way. It is w basic necessity to be a productive member of society. <i>Ann Ethridge, Lake Arrowhead</i></p>	<p>Transit funding at a basic level is assured. Although it has seen reductions, in this economic environment with reduced sales tax and other reductions at the state level, it cannot be taken away completely. The writer's support is appreciated.</p>

Draft

**San Bernardino Associated Governments
Transportation Development Act -- Unmet Transit Needs Public Hearing
Morongo Basin Subarea -- October 22, 2009
Twenty-nine Palms City Council Chambers, Twenty-nine Palms, CA.**

Service in the Outlying Areas	
<p>Wonder Valley -- MBTA service currently runs twice weekly, on Tuesdays and Fridays, leaving Wonder Valley at 7 a.m. and the return trip leaving 29 Palms at 11:30 a.m. Very difficult to get to Walmart (Yucca Valley) and back, within that timeframe. Otherwise requires staying over for two nights in 29 Palms. Resident lives 5 miles from the Wonder Valley pick-up point which makes walking home in the summer heat very difficult.</p> <p><i>Glenna Petro, Wonder Valley</i></p> <p>Copper Mountain Mesa of Sunfair and Winters; service is needed just two days a week, going in at 7 a.m.. and out by 3 p.m. Would be a big help.</p> <p><i>Mary Lou Almond, Joshua Tree</i></p> <p>Landers Area -- A consumer lives off Reche Road, 5 miles east from the existing Landers stop. Ready Ride just goes $\frac{3}{4}$ of a mile from the stop, with its deviations.</p> <p>Morongo Valley -- These residents need more MBTA service.</p> <p><i>Atia Baig, DAAS</i></p>	<p>These service requests can be considered in an anticipated review of MBTA's services planned for 2010. This will involve a comprehensive assessment of the service area and its mobility needs to prepare a five-year plan that anticipates the population's growth and the current demand for services. This five-year plan will recognize the funding levels available to MBTA which were reduced during this recessionary period when overall sales taxes and state revenues dropped precipitously.</p> <p>These comments, both about outlying areas and expanded service on Saturdays, will be provided to the team responsible for the comprehensive review. Additionally, the development of this five-year plan will involve other public participation processes to provide additional, needed planning information about transportation needs throughout the Morongo basin.</p>
<p>Saturday Service</p> <p>Need more dial-a-ride service on Saturdays; longer service hours.</p> <p><i>Mary Lou Ahmad, Joshua Tree</i></p>	

TREP Program Services

Want to support the Dept. of Aging & County DPW mileage reimbursement program. It is the option that services seniors who live in the most rural areas, such as Wonder Valley, enabling them to reimburse qualified drivers for assistance with transportation. Important that TREP continue and expand.

Linda Cowen, Senior I&R, DAAS

TREP in Morongo Basin had 20 participants; currently just 10. This program for specialized transportation needs for seniors is valuable and necessary.

Carole Nemecheck, TREP Social Service Aide, DAAS

Want to support the TREP program which has made a significant difference in my life, helping me stay alive, get better, improving the quality of my life and making it possible for me to contribute in many small ways.

Kathleen Lowndes, Joshua Tree

Bus Stop Accessibility

Joshua Tree -- Sunburst and 29 Palms Highway by the old Oleader Hotel is a problem. It is not very flat dirt; no benches; not level. Hazard for falling.

Mary Lou Almond, Joshua Tree

Local Medical Trips -- Hi-Desert Medical Center

Have many low-income patients on MediCal who use MBTA's Ready Ride. But this service cannot meet everyone's needs. The facility has only one vehicle and needs another vehicle; it is not adequate to meet the needs of patients who cannot get to or from medical appointments on their own.

Would like assistance in acquiring a vehicle for hospital use in meeting these patients' mobility needs.

Will Crandon, Hi-Desert Medical Center

The TREP program is viewed as extremely valuable by SANBAG and the County Dept. of Public Works -- its principal funder -- in meeting basic mobility needs of individuals who live beyond the service area of the public transit provider. SANBAG is re-evaluating with the County the levels of funding that can be applied to this program, in light of continuing levels of unmet need. SANBAG assumes the transit component of the reauthorized Measure I in February 2010 and becomes able to reassess funding levels. Certainly, funding will not be reduced.

SANBAG offers a periodic Call for Projects under Article 3 of the Transportation Development Act which can support physical improvement and accessibility projects such as this. The next Call for Projects is anticipated early in 2011 and MBTA administrators are encouraged to apply. MBTA should also monitor and potentially apply for the 2010 cycle of rural JARC funding in the next Section 5317 New Freedom Call for Projects offered by Caltrans, for which this would be an eligible expense.

The Hi-Desert Medical Center is strongly encouraged to complete an Caltrans Section 5310 vehicle grant request which provides for 88% Federal funding with just a 12% local match. The next cycle will be announced in December 2009 with a January 2010 workshop in San Bernardino likely and applications due late March 2010.

Long Distance Medical Trips

ReachOut Morongo has been working to meet as many needs as possible but these needs exceed the resources we have available:

- Long trips into Arrowhead Medical Center (currently going 3 times a week; more demand)
- Going to Braille Institute (currently going 2 times a week; need more trips)
- Going to VA Medical Center (don't currently go there)

Sandy Fleck, Chief Executive Officer, Reach Out Morongo Basin

Twenty-nine Palms New Transit Center

Please allow for a bathroom that members of the public can use. In its absence, as is the current situation with the transfer location there at the Senior Center, riders are either using the agency restrooms or the areas outside the building when the agency is closed. Neither option is very desirable. Thank you.

Sandy Fleck, Chief Executive Officer Reach Out Morongo Basin

Highway Bus Issues

Twenty-nine Palms at LaRea , near Kentucky Fried Chicken and Mesquite Springs is a dead zone and it is a major artery for Twenty-nine Palms.

Sandy Fleck, Chief Executive Officer Reach Out Morongo Basin

People who get off work at 5:00 cannot catch the 5:00pm bus and the next does not arrive until 6:40.

*Sandy Fleck, CEO Reach-Out Morongo Basin
Glenna Petro, Wonder Valley*

SANBAG is developing a *Rural Connectivity Plan* that may provide, if not funding, at least a rationale by which to pursue additional funding to support these types of long distance trips.

This is a real and significant dilemma that confront most transit centers, usually with the conclusion that public bathrooms cannot be located in transfer locations as there is no staffing available to maintain these facilities. Critically, there are no operating dollars in the capital grants that have been secured to fund the new Transit Center. Operating funding is necessary to provide for the maintenance of public bathrooms.

Input received regarding these services (3B and Route 1) respectively will be evaluated by Operations staff. Adjustment if any, to take place in the 2010 fiscal year

MBTA Vehicles and Driver/ Dispatcher Identification

Thank you for the new buses. We appreciate these new vehicles. The step onto the bus is a little high. We need "escalators" in each door-way.

We would like to see nametags on the drivers, with photo i.d.; similarly photos of dispatchers so that we can get to know these people better.

Richard Hunter, Yucca Valley

MBTA is encouraged to explore "step stools" for its buses that could be utilized upon request by the rider ... Buses all are lift-equipped and the rider can certainly request that the lift be deployed to aide them in boarding.

MBTA is encouraged to provide for at least a badge number for each driver. Some drivers do not wish to have their names readily apparent but some type of unique identification is desirable. It is not really feasible to provide for identification of the dispatcher, although the desire to develop a friendly relationship with all MBTA staffers is commendable and appreciated.

MBTA Service Compliments

Have been riding MBTA for 16 years. Love the bus. It works great. Bus drivers are great and the bus Lunch Bunch are a great deal, a lot of fun.

Marie Barr, Yucca Valley

Have been riding the bus since my car was hit. Office people and drivers are so nice. Appreciate that the drivers get off and help riders, operating the hydraulic lift to board passengers.

Dorothy Summers, Yucca Valley

Wonderful drivers. As a result of riding the bus, I am engaged to be married to fellow bus rider, Richard Hunter! We meet so many wonderful people on the bus and travel to the places we need to go.

Sally Potter, Yucca Valley

Using MBTA now because of legal blindness. Don't know what I would do without the bus. It is a wonderful system. Don't know how I would get around otherwise.

Gladys Arner, Yucca Valley

We appreciate, especially, Reed and the drivers' responsiveness.

Sandy Fleck, Chief Executive Officer, Reach Out Morongo Basin

It is very nice to hear that the MBTA services are so appreciated by its ridership.